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Madison Metropolitan School District Board of Education and Madison Teachers Incorporated (1985)

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Madison Metropolitan School District Board of Education and Madison Teachers Incorporated (1985)

Keywords

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Comments

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COLLECTIVE BARGAINING AGREEMENT

October 16, 1985 - October 15, 1987

Master Contract

between

Board of Education

Madison Metropolitan School District

545 W. Dayton

Madison, Wisconsin 53703-1967

and

Madison Teachers Incorporated

821 Williamson St.

Madison, Wisconsin 53703

10/87

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EFFECTIVE DATES

This document entitled Collective Bargaining Agreement (Master Contract) - Madison Board of Education - Madison Teachers Incorporated, October 16, 1985 - October 15, 1987 is effective as of October 16, 1985 and shall continue in force until changed by later agreement. If new agreements are reached, a new master agreement shall be published which shall contain all present agreements published herein and such changes, additions or deletions as shall be mutually agreed to.

GENDER REFERENCE

It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words, as used in this Agreement, shall herceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her", "he" shall mean "he/she". This provision shall not apply to Section VI-E: Absence required by Pregnancy and Maternity Leave.

A. MANAGEMENT RIGHTS CLAUSE

1. The Board of Education on its own behalf hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including, (but without limitation because of enumeration), the right:
 - a. To the executive management and administrative control of the school system and its properties, programs and facilities.
 - b. To employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and conditions of employment, or their dismissal or demotion, their promotion and their work assignment.
 - c. To establish and supervise the program of instruction and to establish and provide supervision under agreed upon rules for such programs of an extracurricular nature as the Board of Education feels are of benefit to students.
 - d. To determine means and methods of instructions, selection of textbooks, and other teaching materials, the use of teaching aids, class schedules, hours of instruction, length of school year, and terms and conditions of employment.
2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this agreement and Wisconsin Municipal Employment Relations Act.
3. The Board further recognizes the unique value of the teaching staff and the administrative officers of the Board of Education to advise the Board on matters of policies relating to pupils, the building construction and maintenance of schools, and especially the instruction of pupils; and instructs the Superintendent to seek the advice and counsel of the teaching staff and the administrative staff whenever the Superintendent deems the advice and counsel pertinent.

B. COLLECTIVE BARGAINING REPRESENTATIVE

1. The Board of Education recognizes Madison Teachers Incorporated as the exclusive collective bargaining representative for:
 - a. All regular full-time and regular part-time certificated teaching and other related professional personnel who are employed in a professional capacity to work with students and teachers, employed by Madison Metropolitan School District including psychologists, psychometrists, social workers, school nurses, attendants and visitation workers, work experience coordinator, remedial reading teacher, University Hospital teachers, trainable group teachers, librarians, cataloger, educational reference librarian, text librarian, Title I coordinator, guidance counselor, project assistant, principal investigators, researchers, photographer technician, teachers on leave of absence, and teachers under temporary contract, but excluding supervisor - cataloging and processing, on-call substitute teachers, interns and all other employees, principals, supervisors and administrators.
 - 1) The wages, hours and conditions of employment for those employed as "other related professional personnel" including catalogers, educational reference librarians, text librarians, Title I coordinators, project assistants, principal investigators, researchers and photographer technician are specified in Addendum C.

- 2) The wages, hours and conditions of employment for those employed as "school nurses" shall be the same as for those employed as "teachers," unless otherwise specified.
- b. All staff, including paraprofessionals and teaching assistants employed at Shabazz and City High School, but excluding regularly contracted "teachers" and supervisors as defined in Section 111.70, Wis. Stats.
 - 1) The wages, hours and conditions of employment for those employed paraprofessionals and teaching assistants at Shabazz and City High School are specified in Addendum A.
- c. All employees identified as therapy assistants, interpreters and science materials specialists.
 - 1) The wages, hours and conditions of employment for those employed as therapy assistants, interpreters and/or science materials specialists are specified in Addendum B.

The language of Section 1(B)(1) herein is only to be interpreted as describing the bargaining representative and the bargaining unit covered by the terms of this Agreement.

2. Hereinafter the term "teacher" refers to anyone in the collective bargaining unit.
3.
 - a. The parties recognizing the value of a qualified teaching staff as it relates to the instructional process, hereby agree that instructional duties where the Wisconsin Department of Public Instruction requires that such be performed by a certificated teacher, shall be performed only by "teachers."
 - b. Substitutes are excepted and may take the place of absent "teachers" pursuant to Section IV-B. In an emergency and/or when a substitute is not available, certificated administrators may serve as substitutes.
4. Administrators, may under the terms of this agreement, perform work under Section III-1.

II - Procedure - A

A. CONFERENCE AND NEGOTIATION

1. This agreement effective upon execution between the BOARD OF EDUCATION OF THE MADISON METROPOLITAN SCHOOL DISTRICT hereinafter referred to as the "Board of Education", and also referred to as "the Employer", or "Madison Public Schools", or "the District"; and MADISON TEACHERS INCORPORATED, hereinafter referred to as "Madison Teachers", and also referred to as "MTI", or "the Union".
2. The Board of Education and Madison Teachers each recognize its legal obligation imposed by Section 111.70 of the Wisconsin Statutes to meet for the purposes of negotiating in good faith at reasonable times in a bona fide effort to arrive at a settlement on questions of wages, hours and conditions of employment. Without limiting this legal obligation, the parties to this agreement agree as follows:
 - a. All terms initially proposed to be negotiated for the contract period commencing October 16, 1987 shall be submitted to the duly authorized agent of the other party in writing and according to the timetable set forth in this Agreement. The limitation of initially proposed items for negotiation to those in written form and in accordance with the attached timetable shall not prevent the unilateral introduction of new items by either party from time to time during the period of negotiation.
 - b. Timetable - All items initially proposed for negotiations shall be presented as follows:
 - 1) The presentation of initial proposal for the succeeding Agreement shall be made on or about the 45th day prior to the expiration of

the Agreement and shall be open to the public. Subsequent sessions shall be closed unless the parties mutually agree otherwise.

- 2) Ideally, agreement by the agents should be reached by October 1 preceding the expiration of the contract at which such time ratification by the principal parties will be considered. At such time as the Agreement is reached, the economic benefits agreed upon will be retroactively provided teachers to the beginning of the then current school year.
- c. Each party to this agreement desiring to be represented by agents for negotiating agrees to furnish to the other party a list of its duly authorized agents for such purposes. Each party agrees to negotiate only with said agents and no others, including their principals, namely, the Board of Education or Madison Teachers, as the case may be, unless the latter as principals authorize negotiations with others or themselves.
- d. If matters which are proper subjects of negotiations are brought, whether in the form of a grievance, petition or otherwise, to the attention of either of the parties to this agreement by any individual, group of individuals or organization other than the other party to this agreement or its duly authorized agents, such latter party shall be punctually informed of such action.
- e. Each party to this agreement, at its own expense, may utilize the service of legal counsel, professional negotiators and other such expert persons, as well as clerical assistants, at negotiations.
- f. The Board of Education agrees to furnish to Madison Teachers, upon reasonable request, all available public information concerning its financial resources.
- g. Individual teacher contracts shall be deemed to incorporate all of the terms of agreements concerning wages, hours and conditions of employment made between the Board of Education and Madison Teachers, and no other terms except those imposed by law.
- h. Madison Teachers recognize the legal obligation of the Board of Education to give to each teacher employed by it a written notice of renewal or refusal of his or her contract for the ensuing school year on or before March 1 of the school year during which said teacher holds a contract, pursuant to Section 118.22 of the Wisconsin Statutes. Preliminary notice shall be given at least 15 days prior should the Board be considering nonrenewal. Such teachers have five days from the date of receipt of such notice to request a conference. In the event an agreement concerning wages, hours and conditions of employment has not been reached by the Board of Education and Madison Teachers by the date teacher contracts are given to said teachers, all such contracts shall be governed by the terms of any agreement concerning wages, hours and conditions of employment for said ensuing year subsequently reached by the parties to this agreement.

II - Procedure - B

B. GRIEVANCE PROCEDURE

1. The Board of Education and Madison Teachers Incorporated each recognize the legal right of any individual employee or any minority group of employees at any time, within the following terms, to present grievances to their employer in person or through representatives of their own choosing and the corresponding legal duty of the employer to confer with them in relation thereto, provided that Madison Teachers has been afforded the opportunity to be present in conferences concerning grievances and that any adjustment resulting from such conferences is not inconsistent with the conditions of employment established in any procedures, policies or agreements then in effect between the parties to this Agreement. Without limiting the preceding legal right and duty, the parties to this Agreement agree as follows:

2. The following grievance procedure is designed to insure prompt consideration and appropriate solution of grievances as hereafter defined at the lowest possible administrative level.
3. Definition:
 - a. A "Grievance" is defined to be a dispute concerning the interpretation or application of any of the terms of any "written" agreement establishing salaries, hours, or other conditions of employment for the employees of the Board of Education for whom Madison Teachers is the collective bargaining representative. Aggrieved parties may be Madison Teachers or any such employees.
 - b. "School Day" used herein shall mean weekdays during the summer months.
4. The time limits indicated at each level of the Grievance Procedure shall be considered maximum. However, the time limits may be extended or reduced in any case by mutual agreement, in writing, signed by the duly authorized representatives of the Board and Madison Teachers. If denied at a specific level, grievances not appealed to the next level within the prescribed time limits shall be considered withdrawn.
5. An aggrieved party must submit to the principal the alleged grievances within sixty (60) days after the aggrieved party knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs, the time limits will be renewed.
6. The procedural steps for Madison Teachers shall commence at Level 3.
Organizational (Class) Grievance: Madison Teachers must submit the alleged grievance within sixty (60) days after Madison Teachers knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs the time limit will be renewed.

LEVEL 1:

- a. An aggrieved party shall identify the grievance and attempt to resolve same through discussion with the principal or supervisor either by himself or with a representative of Madison Teachers or anyone else of his own choosing.

LEVEL 2:

- a. If the grievance is not settled, Madison Teachers Incorporated may then act on behalf of the aggrieved party or the teacher, acting on his own, shall submit a written grievance giving a clear and concise statement of the facts to the principal.
- b. Within ten (10) school days after receiving the written grievance the principal or supervisor shall deliver the written answer to the aggrieved and the Executive Director of Madison Teachers. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.

LEVEL 3:

- a. Should the matter remain unresolved at the conclusion of Level 2, then Madison Teachers and only Madison Teachers may present grievances in writing on behalf of an aggrieved party or itself to the Superintendent or his designee.
- b. The Superintendent or his designee shall meet with a representative of Madison Teachers within ten (10) school days from the date of receipt of the written grievance in an attempt to resolve same. The meeting shall be at a time and place mutually acceptable.
- c. The Superintendent or his designee shall respond in writing within ten (10) school days after the aforementioned meeting to the Executive Director of Madison Teachers and the aggrieved party. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.

- d. Any grievance not so referred to Level 3 within fifteen (15) school days after the receipt of the Level 2 answer shall be considered withdrawn.
- e. Grievances initiated by Madison Teachers on behalf of bargaining unit members as a class or in an organizational grievance are commenced at this level of the procedure. Grievances as a result of alleged action/inaction by a principal/immediate supervisor and affecting only one teacher will be filed at Level 1. Grievances as a result of alleged action/inaction by a principal and affecting only teachers in that principal's school building will also be filed at Level 1.

LEVEL 4:

- a. To the extent the grievance remains unresolved at the conclusion of Level 3, Madison Teachers may call for compulsory, final, and binding arbitration. Said call must be within fifteen (15) school days after the receipt of the answer at Level 3.

If mutually agreeable between the parties to this contract, the Wisconsin Employment Relations Commission shall appoint an arbitrator from their staff upon receipt of the letter.
 - b. If it is not mutually agreeable to utilize the Wisconsin Employment Relations Commission to arbitrate the matter, a copy of the letter calling for arbitration shall be forwarded by Madison Teachers to the Wisconsin Employment Relations Commission with a request for the names of five (5) arbitrators from which the parties may select a mutually acceptable arbitrator to hear and decide the issue. A copy of this letter shall be sent at the same time to the Board of Education. Said arbitrator shall be selected within five (5) school days after receiving suggestions from the Wisconsin Employment Relations Commission. Each party shall have the right to alternately strike two names from the list with the aggrieved party striking first. Madison Teachers and the Board of Education may then add one (1) representative to make a three (3) member arbitration panel. If the aggrieved party chooses to have a representative on the panel they must do so within five (5) school days after the neutral arbitrator is selected. The other party has five (5) school days to name a representative to the panel following the receipt of notice naming the aggrieved party's representative.
 - c. Each party shall be responsible for any costs which might arise from the employment of its own appointee, and the two parties agree to share equally the costs arising from the employment of the arbitrator mutually selected and all other costs of the arbitration proceedings.
 - d. The decision of the arbitration panel shall be final and binding on all parties except as forbidden by law and shall be rendered within thirty (30) days following the final day of hearings or receipt of briefs, whichever is later. Any brief not postmarked on or before the date set by the parties at the conclusion of the arbitration hearing as the date for submission of briefs shall not be considered or accepted by the arbitrator and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.
7. Employment Complaint - An "Employment Complaint" is a complaint founded upon some incident of the employment relation not covered by any agreement between the parties to this Agreement but which involves a question of salaries, hours or other conditions of employment. Such complaints shall be processed through Level 3 only of the above grievance procedure upon presentation by an aggrieved party.

III - Salary - A

A. SALARY SCHEDULE

The following schedule may not be deviated from. The base (Level 1, Track 1) shall be as follows:

Effective 8/20/85 through 8/18/86	\$16,800
Effective 8/19/86 through 8/17/87	\$17,900

Any increase negotiated for the successor agreement shall be effective with the first day of the 1987-88 school year pursuant to Section II-A-2(b)(2).

In addition, the Board of Education shall deposit with the Wisconsin State Teachers' Retirement System an amount equal to 5% of the total salary of the teacher for the period 8/20/85 through 12/31/85 and an amount equal to 6% of the total salary of the teacher for the period 1/1/86 through 8/17/87. Such payments by the Board of Education shall be made in lieu of the required salary deduction in accordance with S.40.05(1)(b), Wis. Stats.

a. Salary Schedule - the following rules govern the salary schedule index, Table B. The dollar conversion of the Index for periods noted above appear on Table C.

1. There shall be 8 tracks on the Madison Salary Schedule. These tracks shall be:

Track 1 - BA
Track 2 - BA + 12
Track 3 - BA + 24
Track 4 - MA
Track 5 - MA + 12
Track 6 - MA + 24
Track 7 - 6th year or equivalency (MA + 48 academic credits or second MA, if the second MA was earned after 9/1/85)
Track 8 - PH.D.

2. Six Professional Advancement Credits (Sec. III-G-1 and 15) and/or academic credits are required before one may cross an improvement level. Four Professional Advancement Credits and/or academic credits are required before one may cross an incentive level (e.g., level 15 to 16, et al.). An improvement level constitutes the barrier between salary levels, e.g., 4 and 5, 8 and 9, 12 and 13 of the salary index.

Necessary adjustments to place teachers on the new schedule shall be determined by the Salary Placement Committee subject to review by the Teachers' Welfare and Negotiations Council.

3. Track 1 (BA), Track 4 (MA), Track 7 (the 6th year or 48 academic credits or second MA if the second MA was earned after 9/1/85), and Track 8 (PH.D., Ed.D.) shall be achieved only on degree evidence presented.
4. There shall be no limitations on the type of approved credits which may be used for Track 2, 3, 5 and 6 or the incentive levels except for nurses whose credits for advancement on the salary schedule must have prior approval from the Health Services Coordinator.
5. Social Workers and Psychologists.

Initial placement of social workers and psychologists with a master's degree and no previous experience shall be Track 4 Level 5 of the teachers' salary schedule.

6. Guidance Counselors.

A guidance counselor employed by the Madison Schools following June, 1971 whose certification requires one year cumulative work experience as established by the Department of Public Instruction, shall have his initial placement on the salary schedule advanced one year.

7. Alternative School Credit

Any individual who is reemployed in a regular school program after being assigned to an alternative school, will be given credit on the teachers' salary schedule only if said individual held a degree and teacher certification during the time of alternative experience employment.

III - Salary - B

B. INDEX BASIS OF SALARY

	Tr. 1	Tr. 2	Tr. 3	Tr. 4	Tr. 5	Tr. 6	Tr. 7	Tr. 8
Level	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+48*	Ph.D.
	BA+48*							
1	100	102.5	105	110	112.5	115	120	125
2	105	107.5	110	115	117.5	120	125	130
3	110	112.5	115	120	122.5	125	130	135
4	115	117.5	120	125	127.5	130	135	140
5	120	122.5	125	130	132.5	135	140	145
6	125	127.5	130	135	137.5	140	145	150
7	130	132.5	135	140	142.5	145	150	155
8	135	137.5	140	145	147.5	150	155	160
9	140	142.5	145	150	152.5	155	160	165
10	145	147.5	150	155	157.5	160	165	170
11	150	152.5	155	160	162.5	165	170	175
12	155	157.5	160	165	167.5	170	175	180
13	160	162.5	165	170	172.5	175	180	185
14	165	167.5	170	175	177.5	180	185	190
15	170	172.5	175	180	182.5	185	190	195
INCENTIVE LEVELS								
	175	177.5	180	185	187.5	190	195	200

*Or 6th Year

Or 2nd MA (48 Academic Credits)

III - Salary - C

C. DOLLAR AMOUNTS

August 20, 1985 - August 18, 1986

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	16,800	17,220	17,640	18,480	18,900	19,320	20,160	21,000
2	17,640	18,060	18,480	19,320	19,740	20,160	21,000	21,840
3	18,480	18,900	19,320	20,160	20,580	21,000	21,840	22,680
4	19,320	19,740	20,160	21,000	21,420	21,840	22,680	23,520

IMPROVEMENT LEVEL NO. 1

5	20,160	20,580	21,000	21,840	22,260	22,680	23,520	24,360
6	21,000	21,420	21,840	22,680	23,100	23,520	24,360	25,200
7	21,840	22,260	22,680	23,520	23,940	24,360	25,200	26,040
8	22,680	23,100	23,520	24,360	24,780	25,200	26,040	26,880

IMPROVEMENT LEVEL NO. 2

9	23,520	23,940	24,360	25,200	26,460	26,880	27,720	28,560
10	24,360	24,780	25,200	26,040	27,300	27,720	28,560	29,400
11	25,200	25,620	26,040	26,880	28,140	28,560	29,400	30,240
12	26,040	26,460	26,880	27,720	28,980	29,400	30,240	31,080

IMPROVEMENT LEVEL NO. 3

13	26,880	27,300	27,720	28,560	31,500	31,920	32,760	33,600
14	27,720	28,140	28,560	29,400	32,340	32,760	33,600	34,440
15	28,560	28,980	29,400	30,240	33,180	33,600	34,440	35,280

INCENTIVE LEVELS

840	840	840	840	840	840	840	840	840
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*Or 6th Year
 Or 48 Academic Credits
 Or 2nd MA if earned after 9/1/85

August 19, 1986 - August 17, 1987

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	17,900	18,348	18,795	19,690	20,138	20,585	21,480	22,375
2	18,795	19,243	19,690	20,585	21,033	21,480	22,375	23,270
3	19,690	20,138	20,585	21,480	21,928	22,375	23,270	24,165
4	20,585	21,033	21,480	22,375	22,823	23,270	24,165	25,060

IMPROVEMENT LEVEL NO. 1

5	21,480	21,928	22,375	23,270	23,718	24,165	25,060	25,955
6	22,375	22,823	23,270	24,165	24,613	25,060	25,955	26,850
7	23,270	23,718	24,165	25,060	25,508	25,955	26,850	27,745
8	24,165	24,613	25,060	25,955	26,403	26,850	27,745	28,640

IMPROVEMENT LEVEL NO. 2

9	25,060	25,508	25,955	26,850	28,193	28,640	29,535	30,430
10	25,955	26,403	26,850	27,745	29,088	29,535	30,430	31,325
11	26,850	27,298	27,745	28,640	29,983	30,430	31,325	32,220
12	27,745	28,193	28,640	29,535	30,878	31,325	32,220	33,115

IMPROVEMENT LEVEL NO. 3

13	28,640	29,088	29,535	30,430	33,563	34,010	34,905	35,800
14	29,535	29,983	30,430	31,325	34,458	34,905	35,800	36,695
15	30,430	30,878	31,325	32,220	35,353	35,800	36,695	37,590

INCENTIVE LEVELS

895	895	895	895	895	895	895	895	895
-----	-----	-----	-----	-----	-----	-----	-----	-----

*Or 6th Year
Or 48 Academic Credits
Or 2nd MA if earned after 9/1/85

III - Salary - D

D. PAYDATE

The first day of each calendar month shall be designated as the payday for all teachers subject to the following conditions.

1. When the first day of the month is a Saturday or a Sunday, the payday shall be the following Monday. In no case will a paycheck be dated prior to the first day of a month.
2. The first payday shall be on or about October 1.
3. If the January payday falls during vacation time, checks will be mailed to the current address on file to arrive approximately January 1.
4. If a payday falls during Spring vacation, checks will be mailed to the current address on file to arrive approximately on the first day of the month.
5. Paycheck No. 10 will be issued the last day of the school year.
6. For teachers on the 12-month pay plan, checks No. 11 and 12 will be distributed on the last day of the school year to those teachers who make a written request for them. If not requested (or picked up at the Office of Payroll and Purchasing Services during the summer), the final two checks will be mailed on or about August 1 and September 1. Extra-Duty Compensation earned by the teacher during the pay period shall be itemized separately on each month's check. Such itemization will occur when available resources and time facilitate the development of the payroll system.
7. Teacher payroll checks, which are sent to the teacher's work location by the Central Administration, will be first placed in individual envelopes.

III - Salary - E

E. PAYROLL DEDUCTIONS

1. In addition to those salary deductions required by law, salary deductions are permitted for:
 - a. Group life insurance.
 - b. Hospital, surgical - medical and major medical insurance.
 - c. Income protection insurance.
 - d. U.S. Savings bonds.
 - e. United Charities.
 - f. Tax deferred annuities.
 - g. Professional organization dues -- those authorized by Madison Teachers Incorporated.
 - h. The Fair Share deduction as authorized by this agreement.
 - i. City of Madison and Wisconsin Teachers' Credit Union.
 - j. Dental insurance.
 - k. Charitable Organizations which have met qualifications of the Board.
2. Dues Deduction.
 - a. The Board of Education shall collect and forward the dues of members of Madison Teachers to Madison Teachers with a list of employees from whom deductions were made. Such deductions shall be made by deducting such amounts as determined by Madison Teachers from the payroll checks of members who have authorized such deductions in writing. Madison Teachers shall make changes to the amount of the deduction for a school year prior to September 15 of the year for which the deduction is made, except that Madison Teachers may change the amount of the deduction no more than one other time during the school year after giving the District at least forty-five (45) days prior written notice. Deductions shall be made in ten installments. Any balance due on termination will be deducted on the final check. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director of Madison Teachers prior to September 15. Where possible authorizations will be submitted to the Office of Payroll and

Purchasing Services in June of the preceding year with the balance by September 15. Annual dues which are an exception to the standard dues shall be listed in the upper right hand corner by Madison Teachers prior to submission to the Office of Payroll and Purchasing Services. For membership authorizations received in the Office of Payroll and Purchasing Services after September 15, those received between the 1st and 15th day of any month will be honored with deduction of dues beginning on the next month's payday; those received between the 15th day and the end of a month will be processed with deductions beginning on the second monthly payday thereafter.

- b. A three-part authorization shall be used, providing a copy for Madison Teachers, the Office of Payroll and Purchasing Services and the teacher. The Office of Payroll and Purchasing Services will automatically resume collection of dues from teachers after their return from an approved leave of absence. All resignations would be removed under the same auspices and Madison Teachers shall be notified of all whose cards are removed.
3. Fair Share.
 - a. Personnel in the bargaining unit described herein who do not voluntarily become members of Madison Teachers via cash payment or who have not authorized the deduction of dues pursuant to the conditions set forth in paragraph 2 above, are required to pay their proportionate share of the cost of the collective bargaining process and the administration of this collective bargaining agreement, measured by the amount of dues uniformly required of all members of Madison Teachers and in that regard, the Board, shall deduct such amount from each payroll check of the bargaining unit personnel involved. The employer will provide Madison Teachers with a list of employees from whom such deductions are made with each monthly remittance. As new employees are hired during the school year, the first dues or Fair Share deductions shall be made from their first paycheck. Changes in the amount of dues or Fair Share to be deducted shall be certified by Madison Teachers 45 days before same is to be effective.
4. The Office of Payroll and Purchasing Services may refer complaints to the Executive Director and shall notify Madison Teachers of names of teachers in case of long term illness or death. If any error is discovered with respect to deduction of dues or fair share, the District shall correct said error by making appropriate adjustments in the next paycheck of the employee or the next submission of funds to MTI. When such adjustments are made by the District, the District shall notify MTI in writing. The District shall not be liable to MTI, its officers and/or agents for the remittance or payment of any sum other than that contributing the actual deductions made from the employee's wages. Any amount due MTI shall be paid by the District from the liquidated damages collected as a result of late resignation. Should an amount due MTI be collected from liquidated damages, such shall not exceed \$100.00.
5. MTI shall save the Board and District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of actions taken or not taken by the Board or District pursuant to paragraphs 2 and 3 above.

III - Salary - F

F. SCHEDULE PLACEMENT CREDIT FOR TEACHING EXPERIENCE

1. Teachers shall be granted full credit for their teaching experience prior to employment by the Madison Public Schools for salary schedule placement. However, such credit may not exceed four (4) years. Teachers returning to the Madison Metropolitan School District for reemployment as a teacher after four years or less break in employment shall be granted full credit on the salary schedule for prior teaching experience. Returning teachers with more than a four year break in employment may be granted credit for prior teaching experience not to exceed four (4) years.
2. Military service, or service in the Peace Corps or Vista, prior to actual teaching, is given full credit to a maximum of two years. Credit shall be

granted for Vista teaching for teachers initially employed commencing January 1, 1976 and thereafter.

3. Salary schedule placement at the time of initial appointment for teachers with practical experience.

a. Practical experience shall be of two classifications:

1) Practical work experience.

- a) Practical experience must be directly related to the teaching field for which the teacher is certified. Practical experience will relate only to the following vocational fields:
 - (1) Agriculture
 - (2) Business Education
 - (3) Distributive Education
 - (4) Home Economics
 - (5) Trade & Industrial Education
 - (6) Other vocational fields as may be established by Madison Public Schools.
- b) A teacher receiving credit for practical experience shall be subject to the same rules for placement as those teachers receiving credit for previous teaching experience.
- c) If practical experience occurred within five years immediately preceding initial employment in the Madison system, full credit may be allowed for this experience.
- d) Half credit shall be allowed for experience occurring more than five years before initial employment.
- e) Credit shall be allowed for one-half year units.
- f) Practical work experience may consist of either consecutive months of work or cumulative experience gained during summer, vacation or part-time work.
- g) Twenty 8-hour days shall constitute a work month. Nine work months shall constitute a work year. Cumulative experience under 4-1/2 work months shall not be considered for placement.

2) Technical Experience.

- a) Teachers who have attended technical classes within five years of their initial employment shall be granted professional advancement credit for such courses according to the rules stated in Section III H 2 f (1)(b).
 - b) The applicant should be prepared to supply proof of such experience as reported on his application for work experience credit.
- b. Application for credit for vocational experience shall be made on forms supplied by the Director of Employee Services Division.

III - Salary - G

G. IMPROVEMENT LEVELS AND TRACK TRANSFER

- 1. A teacher must earn six professional advancement credits every four years to cross an improvement level on the salary schedule and earn four professional advancement credits every three years to cross an incentive level. Evidence of such credits must be received in the Office of the Division of Employee Services no later than 5:00 p.m., October 15 to effect a retroactive adjustment in the teacher's salary for the first semester and no later than 5:00 p.m. February 1 to effect a retroactive adjustment in the teacher's salary for the second semester. For those teachers having the necessary credits on file no later than 5:00 p.m., July 1, the salary adjustment will be reflected in the paycheck received on October 1.
- 2. A professional advancement credit may be:

- a. An academic credit as evaluated by the University of Wisconsin, or
 - b. Such credit as is established by the Professional Advancement Study Committee.
3. Academic credits in addition to or in combination with professional advancement are accepted for vertical movement on the teachers' salary schedule. Either academic or professional advancement credits may be used for track transfer to Tracks 2, 3, 5, and 6 (exception BA + 48 route to Track 6).
4. All credits on loan must be repaid at full credit before crossing the next level.
5. Credits granted on initial employment because of proximity to improvement levels are:
- a. 4th step schedule placement -- 6 credits (none required)
 - b. 3rd step schedule placement -- 4 credits (2 required)
 - c. 2nd step schedule placement -- 2 credits (4 required)
 - d. Procedures for advancement on the schedule are the same for between step placements as for the next highest step.
- Such "granted" credits may be used for improvement level purposes only and not for horizontal or track transfer purposes.
6. Recommendation that a teacher cross an improvement level of salary schedule is made in accordance with the following:
- a. The principal or supervisor submits to the Division of Employee Services a review and evaluation of the teacher's performance during the years of employment in the current improvement level bracket, and recommends that the teacher be or not be advanced to the next improvement level bracket.
 - b. In case the teacher is not recommended, the principal or supervisor shall notify the teacher by November 15 of the year preceding the issuance of a contract for which the teacher has met all other requirements for attaining a higher improvement level.
 - c. Notification shall also be sent to the President and to the Executive Director of Madison Teachers unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers a copy of his/her request will be sent to the Executive Director of Madison Teachers by the principal or supervisor involved.
 - d. The teacher who is not recommended for advancement to the next improvement level may apply for a hearing before the Board of Education, and the Board of Education conducts the hearing in accordance with "Nonrenewal of Nonprobationary Teacher Contract" (Section IV, J).
 - e. The Board of Education decision is limited to the crossing of the teacher to the next improvement level in question and is not construed as relating to the teacher's right to continued employment at the teacher's attained level.
7. No professional advancement credits or academic credits earned previous to the first day of teaching service in the Madison Metropolitan School District are accepted for improvement level purposes on the salary schedule.
8. Academic credits earned prior to employment in the Madison Metropolitan School District may be accumulated for horizontal transfer placement (track transfer) purposes on the salary schedule.
9. A teacher in his/her first year of service in the Madison Metropolitan School District must obtain permission from the Director of Employee Services Division to take university courses.

10. A teacher after his/her first year of service in the Madison Metropolitan School District must obtain permission from the Director of Employee Services Division to take more than three semester hours of university courses per semester.
11. Credit to be acceptable for improvement level purposes must have a grade of "satisfactory" or "C" or better; a grade of "progress" is incomplete and not acceptable.
12. Credits which a teacher earns during a period of nonemployment which follows a resignation are not consumed upon subsequent reemployment.
13. All credits for improvement level purposes are consumed when an improvement level is crossed; however, all credits earned can be accumulated for horizontal track transfer where such credits can be applied. Evidence of such credits must be received in the Office of the Division of Employee Services no later than 5:00 p.m., October 15 to effect a retroactive adjustment in the teacher's salary for the first semester and no later than 5:00 p.m., February 1 to effect a retroactive adjustment in the teacher's salary for the second semester. For those teachers having the necessary credits on file no later than 5:00 p.m., July 1, the salary adjustment will be reflected in the paycheck received on October 1.
14. No additional time is allowed 12-month employees to earn improvement level credits.
15. Upon reaching the top of the schedule (15th step) a teacher shall be given a 5% incentive increase in salary every three years thereafter providing he/she earns four Professional Advancement Credits during the three years and receives the recommendation of his/her principal or supervisor.
16. A staff member inducted into or volunteering for military service is granted three improvement level credits for each year of military service; they are consumed upon crossing an improvement level and can be used for improvement level purposes only.
17. A teacher whose contract is going to place him/her at a new improvement level cannot earn credits toward the next improvement level before the contract date (on or before April 1). He/she may, however, use such credits toward a track transfer during the semester.
18. In totaling days taught for increment purposes, the same method of counting shall be employed as issued by the Business Services Office for State Teachers Retirement reporting.

Schedule increments (Salary schedule level advancements) shall reflect a teacher's year(s) of teaching experience as calculated below. Such shall be either full or half increments and are made annually. Teachers who are passed-over for the annual increment because of their failure to earn sufficient credits shall regain proper placement to reflect their years of service at such time as such credits earned are sufficient to warrant new placement. However, in such replacement the teacher shall have no claim to monies lost in the interim. The replacement provision will become operative with the commencement of the 1977-78 school year. One-half increment is earned by teaching .3 or more time, but less than .7 for the full school term or by teaching full-time 60 days or more but less than 120 days. Any combination of tenths and days must equal the limits stated above.

In modular schedule schools full-time is established at 75 mods of twenty minutes length or the equivalent. .3 time - .7 time is defined as more than 22 assigned mods but less than 52 mods except for the full school term. The 60-120 day employment period applies to a full assigned 75 mod schedule.

One-half increments are normally one-half the scheduled increment except at improvement levels where one-half increment becomes 2.5% less than the full increment scheduled.

19. Credits from other colleges, especially those on the quarterly basis, are accepted on their rated value as determined by policies of the University of Wisconsin. Credits not acceptable to the University are not acceptable

to the Salary Committee, except in such instances as the Superintendent shall rule them especially applicable and, therefore, acceptable.

20. When the salary of a teacher falls between the stated salaries as listed in the schedule, the teacher shall advance at the regularly scheduled increment except that such scheduled increment shall not permit the passage of unwarranted improvement levels or exceed the final salary on the schedule.
21. Any teacher who shall be assigned to teach an additional class beyond the full teaching load (5 classes per day, or 4 classes plus a study hall, or any combination thereof, or 75 mins per week in schools using modular scheduling) shall receive an additional 14% of his/her regular contract salary for the school year. For classes in addition to the above noted standard (that in parentheses) but less than five per week, the extra compensation shall be prorated.
22. The location of improvement levels and incentive levels is shown in "Salary Schedule".
23. Annual written notification of the number of credits required to cross an improvement level shall be noted on each individual teacher's contract.

III - Salary - II

H. PROFESSIONAL ADVANCEMENT CREDIT

1. A Professional Advancement Credit Committee of six members -- three members appointed by the Superintendent of Schools and three members appointed by the President of Madison Teachers -- have the responsibility to establish; professional advancement courses, conditions necessary to obtain credits, and credit allotted for each course.
 - a. The committee shall meet bimonthly, or at the direction of the joint co-chairpersons of the Committee. Regular meetings shall be held in August, October, December, February, April and June at a time and place mutually agreed upon by the co-chairpersons. Any of the above meetings can be waived upon mutual agreement of the co-chairpersons. One member will be appointed as recording secretary. The committee's decision relative to the granting of Professional Advancement Credit shall be final.
 - b. Between the regularly scheduled bimonthly meetings, approving action can be taken on inservice course proposals via the following criteria:
 - 1) A copy of the course proposal along with a reaction form will be mailed to each PACC member by the administration's co-chairperson.
 - 2) PACC members will react in writing in one of three ways to the mailed proposal:
 - a) I approve this inservice course proposal.
 - b) I reject this inservice course proposal for the following reason(s):
 - c) I wish to discuss this inservice course proposal with the PACC membership before rendering a decision.
 - 3) Only by unanimous approval of PACC members will inservice course approval be allowed via the mail. One or more "dissenting" reactions (rejection or call for discussion) will table the proposal until the next regularly scheduled meeting.
 - 4) The administration committee appointees shall designate one of their members to be responsible for all paper work.
 - c. 1) A standard form shall be used by teachers who request professional advancement credit for any activity other than approved inservice courses and academic credit.

- 2) The teacher submits a request for a credit, in writing on the appropriate form, to the Employee Services Division and a bona fide proof of eligibility for credit on or before October 15 and February 1 of each year. Credits must be reported/requested within the school year during which the experience occurred; summer experience will be considered part of the preceding or forthcoming school year.
 - 3) The Professional Advancement Credit Committee meets to evaluate and grant credits and cause the same to be posted on the teacher's permanent record.
2. A Professional Advancement Credit experience must occur after the school's last regularly scheduled class and does not require release of a teacher from his/her teaching duties and without any financial support from the Madison Metropolitan School District. Professional Advancement Credits may be earned in accordance with the following schedule:

a. Organized Class

- 1) An organized class refers to a study class that is created by any person, group of persons, or department within the Madison Metropolitan School District. Such a class must be approved by the Professional Advancement Credit Committee PRIOR to the first meeting of the class. No deviation from this policy is allowed. Before a previously-approved class can be reoffered to a new group of participants, that class must be reapproved by the Committee.
- 2) Ten hours of organized class study during noncontract time is equal to one credit. Fractional credits are not granted.
- 3) The coordinator of the class must certify to the Employee Services Division, in writing, a list of teachers who have satisfactorily completed the class and therefore are eligible for credit.
- 4) Under certain conditions as specified below the Professional Advancement Credit Committee will grant inservice credit for organized noncredit classes offered by other institutions, e.g., the University of Wisconsin, the University of Wisconsin Extension Division, the Madison Area Technical College, or Edgewood College. To be eligible for inservice credit each course:
 - a) must be presented to the PACC for review at least 30 days prior to the first meeting of the course on the "Request for Advance Approval for Professional Advancement Credit" form.
 - b) must be judged by a majority of the PACC as providing an acceptable professional growth experience.
 - c) must be assigned an inservice credit estimate as agreed upon by a simple majority of the PACC.
 - d) must provide the participant with a certificate or letter of participation signed by an accountable agent of the institution (e.g., instructor, department head, registrar, etc.).
- 5) Instructors for an organized class may, in lieu of other compensation, choose to receive one (1) professional advancement credit for each ten (10) hours of in-class instructional time.
- 6) Independent Study Contract
 - a) An independent study contract represents an agreement between a teacher and the Professional Advancement Credit Committee for a specified body of professional improvement work to be performed by the teacher. Approval by the Professional Advancement Credit Committee must be obtained prior to undertaking any such activities for credit.

- 1) objectives: what the teacher wishes to learn
 - 2) rationale: why such learning is desirable
 - 3) procedures, activities, timeline: how and when the learning will be accomplished
 - 4) evaluation: how it will be known if the learning occurs
 - 5) credit: the number of professional advancement credits to be earned by successful completion of the contract.
- b) None of the activity (e.g., workshop, conference, organized class) specified in the independent study contract shall be used by the teacher to earn professional advancement credit apart from that to be earned through completion of the contract.

b. Committee Work

- 1) School-related committee work such as curriculum or textbook committees, or any other committee of this nature whose work and study entails a minimum of 15 hours of meetings per contract year during noncontract time shall qualify for credit.
- 2) Fifteen hours of school-related committee work are equal to one credit. Fractional credits will not be granted.
- 3) Committee chairpersons are responsible for submitting, in writing, to the Division of Employee Services the names of teachers who have performed satisfactorily on the committee and are requesting credit.

c. Professional Writing and Research

- 1) Professional articles that appear in any recognized professional publication, or are formally presented at any recognized professional convention or conference are eligible for credit consideration. The decision as to the credit granted for salary advancement purposes is determined by the Professional Advancement Credit Committee.
- 2) Upon the approval by the Professional Advancement Credit Committee such professional activity is equal to one credit.
- 3) An official copy of each published work or published abstract as it appears in a recognized publication or presented paper must be submitted to the Professional Advancement Credit Committee through the Division of Employee Services with each request for credit.

d. Conferences and Convention

- 1) Professional meetings as the NEA Classroom Teachers Association of the NEA's annual convention, a subject matter area meeting of one day or more, or any other such professional meetings.
- 2) No credit is granted for subject area meetings that take place at WEAC and SWEIO during their fall and spring conventions.
- 3) Attendance at professional workshops, institutes, seminars, conferences and conventions of one day's duration or more (exclusive of WEAC, SWEIO, MTI) is equal to one-half credit if attendance is on noncontract time and no financial support has been received from the Madison Metropolitan School District.
- 4) It will be necessary for a teacher to submit two experiences in this category to receive one credit within one contract year. Fractional credits cannot be carried from one contract year to another contract year.
- 5) Written certification of attendance by an appropriate convention or conference officer must accompany any request for credit.

e. Committee Work (nonlocal)

- 1) Refers to serving on committees of a state or national professional organization that requires an expenditure of a minimum of 15 hours of time in a contract year.
- 2) Fifteen hours of nonlocal committee work are equal to one credit. Fractional credits will not be granted.
- 3) Verification of committee membership must be made, in writing, to the Employee Services Division with the teacher's request for credit.

f. Credit for Practical Experience Attained by Teachers Employed by the Madison Metropolitan School District.

1) Practical Experience shall be of three classifications:

- a) Practical -- Employment covered by WORKER'S COMPENSATION (excluding agriculture teachers) in which the teachers use skills, attitudes and knowledge in their vocational field.
 - (1) Practical work experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four-hour increments and documented by the Employer. Only experience gained after June 12, 1967 shall be considered.
 - (2) Eight hours will constitute a work day.
 - (3) One professional advancement credit shall be granted for each twenty work days reported.
 - (4) A maximum of four credits can be earned in one calendar year of which three professional advancement credits can be earned in one summer.
 - (5) No more than three professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five years apart, approval may be given for additional credit.
 - (6) Practical experience will relate only to the following vocational fields:
 - (a) Agriculture
 - (b) Business Education
 - (c) Distributive Education
 - (d) Home Economics
 - (e) Trade and Industrial Education
 - (f) Other vocational fields as may be established by Madison Metropolitan School District.
 - (7) The applicant will supply proof of such experiences as reported on his application for vocational experience credit.
- b) Technical - Vocational and technical school experience such as those courses taught at the Madison Area Technical College, Madison Business College, Wisconsin School of Electronics, factory workshops, and like technical endeavors.
 - (1) Technical experience cannot be used for both college credit and professional advancement credit.
 - (2) One hour of technical experience will count as eight hours of practical work experience. One professional advancement credit shall be granted for each twenty work days reported.

- c) Guidance - Employment covered by Worker's Compensation in which counselors will learn attitudes and knowledge to help them counsel students.
- (1) Guidance experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four hour increments. Only experience gained after January 1, 1971 shall be considered. (Counselors hired after January 1, 1971 are not eligible for this section.)
 - (2) Eight hours will constitute a work day.
 - (3) One professional advancement credit shall be granted for each twenty work days reported.
 - (4) A maximum of three professional advancement credits can be earned in one summer. A maximum of twelve (12) credits may be used for professional guidance experience.
 - (5) No more than three professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five years apart, approval may be given for additional credit.
 - (6) The applicant should be prepared to supply proof of such experiences as reported on his application for vocational experience credit.
- 2) Application for credit for vocational experience shall be made on forms supplied by the Director of Employee Services Division.
 - 3) Any counselor hired after January 1, 1970 whose certification requires one year of cumulative work experience as established by the Department of Public Instruction shall be granted said experience on the salary schedule.

III - Salary - I

I. EXTENDED EMPLOYMENT SCHEDULE

1. Librarians and teachers working on Curriculum and Federal Projects (excluding Co-op teachers) performing in a professional situation when schools are not in regular session, according to the official calendar of the Madison Schools, shall be compensated at one of the following three base rates:
 - a. Base 1 - is applied to the teacher's first involvement in this program. Teachers so employed shall be compensated at the rate of \$260 per week.
 - b. Base 2 - is reached after four previous years of service in a position covered by this schedule but not less than a total of 16 weeks during those four years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of \$310 per week.
 - c. Base 3 - is reached after eight years of service in a position covered by this schedule but not less than a total of 32 weeks during those eight years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of \$360 per week.
2. "Teachers" employed in pupil-contact positions such as Summer School, Driver Education, School Forest, Remedial Reading Instructors, and any other teachers in programs that require the actual teaching of students

when schools are not in regular session, shall be compensated according to the appropriate base indicated above, except that the following rates shall be applicable to these "teachers":

- (1) Base 1 rate = \$300 per week
- (2) Base 2 rate = \$350 per week
- (3) Base 3 rate = \$400 per week

3. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.
4. Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.
5. A request for advancement on the Professional Employment Schedule is initiated by the teacher and verified by the building administrator and further checked against the experience record file in the Employee Services Division.
6. Hours of Employment:
 - a. The hours of employment listed below are to be construed as relating directly to the current salary agreement for summer employment. It is understood that directors of various summer projects may have flexibility in the scheduling and operation of their various activities. The weekly hours of employment are based on thirty (30) hours per week.
 - (1) Driver education (behind the wheel) - 6 hours
 - (2) Driver education (classroom) - 4-1/2 hours, plus preparation
 - (3) Summer School teaching - 4-1/2 hours, plus preparation
 - (4) Curriculum committees - 6 hours
 - (5) School forest - 6 hours
 - (6) Librarians - (in school libraries) - 6 hours
 - b. It is recognized that federal or experimental projects may involve unique programs which cannot be covered by the above recommendations. In these cases the recommendations are to be used as guidelines whenever feasible.
 - c. A professional employee may work in more than one program or in consecutive programs, but her/his weekly salary shall not exceed her/his rate as determined by her/his placement on the Summer Employment Salary Schedules.
 - d. A professional employee will not be paid for time absent from his work unless the nature of his responsibilities permits such time to be made up.
7. Summer School, Driver Education and Diploma Completion Program extended employment opportunities shall be posted for not less than five (5) days before applications for such a position(s) are due. Posting shall be in the office(s) and faculty lounge(s) of each school. Summer School, Driver Education and Diploma Completion teachers who are interested in extended employment will complete and return an application. Applications for such employment shall be considered based on a teacher's license, experiences and competencies.

III - Salary - J

J. COMPENSATION BEYOND REGULAR SCHOOL YEAR ON REGULAR ASSIGNMENT

1. A teacher who is employed beyond the regular contract period at his regular or comparable assignment is compensated by prorating his contractual salary for each week of such employment.
 - a. The teacher's regular or comparable job excludes any position listed on the Professional Employment Schedules or the Extra Duty Compensation Schedule.

- b. The regular employment rate shall be based on that teacher's salary as of the previous date when all teachers were required to report.

III - Salary - K

K. LEARNING COORDINATOR-DEPARTMENT CHAIRPERSON-
UNIT LEADER-PROGRAM SUPPORT TEACHER

1. Learning Coordinator

- a. A learning coordinator receives seven percent (7%) of the base salary of the teachers' salary schedule.
 - 1) Compensation for a learning coordinator who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules.
 - 2) Learning coordinator shall teach an average of at least one day per month as part of their duties.

2. Department Chairperson and Head of the Instructional Materials Center

- a. The District shall have full authority in selecting department chairpersons; however, department members shall be accorded the opportunity to express their choice for department chairperson by secret, nonbinding ballots which shall be delivered to the school principal.
- b. A department chairperson receives seven percent (7%) of the base salary of the teachers' salary schedule.
 - 1) Compensation for a department chairperson who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules, and work performed shall be in harmony with the Department of Research and Development.
- c. When a department exceeds eight (8) full-time "teachers", the department chairperson will be provided one period of release time daily.
- d. Approved conference attendance is granted annually to each department chairperson.
 - 1) Two department chairpersons per high school per year shall be granted released time, with pay, for the purpose of conference attendance. Such shall be on a rotational basis within each school among the department chairpersons.
 - 2) Conference travel is limited to the continental United States.
 - 3) Travel requests must be approved by the Area Director.
 - 4) Expenses paid by the Board of Education include transportation, lodging, meals, and gratuities.

3. Unit Leader - Elementary Schools

- a. In elementary schools organized on the unit system, the District shall have full authority in selecting unit leader(s); however, department or unit members shall be accorded the opportunity to express their choice for unit leader by secret, nonbinding ballots which shall be delivered to the school principal.
- b. A unit leader shall receive salary for services as a unit leader calculated at 7% of the base salary (1st year RA) of the teachers' salary schedule in effect at and during the time of employment at this position.
- c. Compensation for a unit leader required to work beyond the contract year is at the rate specified for curriculum work on summer schedules (Extended Employment Schedule).

- d. A unit leader is granted released time from regular teaching duties calculated at 10% of the time specified for teaching. (Hours of School Section V-J).
 - e. Unit leaders are eligible for approved conference attendance under the following rules:
 - 1) Selection is made on a rotational basis by school.
 - 2) Conference travel is limited to the continental United States.
 - 3) Travel requests must be approved by the Area Director.
 - 4) Expenses paid by the Board of Education include transportation, lodging, meals, and gratuities.
4. Program Support Teacher
- a. Said teachers shall be compensated at the rate of seven per cent (7%) of the base salary per year in addition to their regular compensation per Section III-A of the Collective Bargaining Agreement. Program Support Teachers who work at their regular or comparable assignment beyond their regular contract year shall be compensated as per Section III-J of the Agreement.

III - Salary - L

L. EXTRA DUTY COMPENSATION SCHEDULE

- 1. Teachers performing in a professional extra duty situation as listed on the extra duty compensation schedule shall be paid a percent of one of three base rates.
 - a. Base 1 - is Step 1 of the regular BA schedule and is applied to the teacher's first involvement in this program.
 - b. Base 2 - is Step 5 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
 - c. Base 3 - is Step 9 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

The above will revise the dollar amount of the percentage base rates in subsection (13).

- 2. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

Initiation of a request for advancement on the Professional Employment Schedule is made by the teacher concerned and verified by the building administrator and further checked against the experience record file in the Employee Services Division.

- 3. A schedule for teacher supervision at athletic events, social activities and other school related functions is effective 1-1-71. Positions covered in this schedule are not subject to progression from Base 1 to Base 3 and previous experience is not calculated.
 - a. All employment shall be voluntary. No position shall require assignment of teachers.
 - b. Teachers assigned to a particular school who wish to volunteer for such employment as listed below, shall submit their names to their principal. The principal shall place these names on a list and make assignments from the list.

- c. If there are fewer applicants than there are openings, teachers from other schools may be solicited to volunteer.
- d. Teachers who volunteer for this employment shall be paid at the rate of \$8.80 per hour.

Athletic Events (high school)

Supervisors

Football
Basketball
Swimming and Gymnastics
Wrestling
Hockey

Ticket Sellers and Takers

Football
Basketball
Swimming and Gymnastics
Hockey

Social Events not sponsored by the Recreation Department:

Supervisors and/or ticket sellers and takers in such numbers and for such periods as requested by the principal of the high school.

- e. Teachers who volunteer for employment in other needed positions - timers, scorers, scoreboard operators, announcers, field judges, line judges - shall be paid at the rate of \$8.80 per hour.
4. Placement on the Extra Duty Compensation Schedule is as follows:
- a. Experience in a scheduled activity in Madison is honored at the full credit for placement on the schedule.
 - b. Experience in a scheduled activity outside Madison is honored at half credit for placement on the schedule.
 - c. The principal places the teacher on the schedule.
 - 1) No later than May 10 of the current school year teachers employed in an extra duty position, under Section III-L, shall be notified by their principal if the teacher will not be reappointed to the position for the ensuing school year. However, any teacher who holds an extra-duty position in which the season/activity extends beyond May 10 such notice shall be made by their principal no later than 15 days beyond the conclusion of such extra duty activity/season.

Any teacher willing to be relieved of such extra duty position shall notify the principal in writing by May 1.
 - 2) Qualified teachers who apply for positions covered in Article III-L 13, will be given preference for such positions over other individuals who apply.

If a vacancy occurs, the principal will where practical send notice of vacancy to each school in the attendance area. Said notice when sent will be posted for five (5) days prior to the position being filled. Such notice shall be posted in a conspicuous place.
 - 3) A teacher may be removed from an extra duty assignment during the term of the assignment for good cause.
 - d. Placement on the schedule is determined by the teacher's extra duty activity experience only.
 - e. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.

- f. Pursuant to past practice, base rates for newly added positions will include prior years' service in extra duty positions.
5. No more than one year of experience can be earned in any one contract year on the Extra Duty Compensation Schedule.
6. If a teacher moves from one schedule activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
7. A teacher who fulfills the time requirement of his/her teaching contract, be it a full-time or part-time contract, is compensated for extra duty at full-time extra duty rate, providing his/her service for extra duty is full-time. If not, his/her extra duty compensation shall be reduced by the percent of time not employed.
 - a. Full-time is established at:
 - 1) 25 hours of classroom instruction per week, (5 classes per day, or 4 classes plus a study hall, or any other combination of assigned regular teaching duties unrelated to extra duty), or,
 - 2) 75 Modules per week in schools using modular scheduling.
8. A request for advancement on the Extra Duty Compensation Schedule is initiated by the teacher and verified by the building administrator.
9. Intramurals are established on a three season basis; each period receives 1/3 of the compensation designated although periods may vary in length.
 - a. Full employment for intramurals is defined as 35 weeks. If an intramural activity is terminated before the season is completed, the teacher's compensation shall be calculated by multiplying the number of weeks worked during the period by 1/35 of the yearly rate, but in no case shall the amount exceed 1/3 of the yearly rate.
10. Effective with the commencement of the 1986-87 school year payment for extra duty is made in accordance with the following schedule:
 - a. Monthly
 - 1) Lunch duty and noon hour supervision
 - b. Three paydates: 1) 1/3 payment on or before the 5th weekday of November; 2) 1/3 payment on or before the 5th weekday of March and 3) 1/3 payment on the last day of school.
 - 1) Athletic director
 - 2) Newspaper advisor
 - 3) Yearbook advisor
 - 4) Dramatics coach
 - 5) H.S. Band director
 - 6) Bookstore manager
 - 7) H.S. Choir director
 - 8) H.S. Orchestra director
 - 9) H.S. Cheerleader advisor
 - 10) Drama assistant (stage lighting and technical)
 - c. First monthly payroll in January
 - 1) Debate coach
 - d. Monthly payroll on the last day of the school year
 - 1) Forensics coach

e. Five paydates as follows:

<u>Athletic Activity</u>	<u>Payment Schedule</u>
1. Coach for fall sport seasons ending on or before 10/25.	1. On or before the 5th week-day of November.
2. Coach for fall sport seasons ending after 10/25. Fall equipment manager Athletic trainer	2. On or before the 15th week-day of November.
3. Coach for winter sport seasons ending on or before 2/25.	3. On or before the 5th week-day of March.
4. Coach for winter sport seasons ending after 2/25. Winter equipment manager	4. On or before 15th weekday of March.
5. Spring sports	5. Last day of school.

11. Extra Duty Compensation shall be itemized separately on checks or separate checks shall be issued for same (this governs Section III-L and III-M only).

12. Teachers who teach the language of the deaf to parents of the hearing impaired shall be paid at the rate of \$10.00 per hour with a guarantee of pay for three (3) hours per night for such employment with payments being made in accordance with subsection 10 above.

13.	<u>Activity</u>	<u>% of Base</u>
	Athletic Directors	18
	Head Coach: Football, Basketball	12
	Head Coach: Gymnastics, Hockey	11
	Head Coach: Swimming, Track, Wrestling Advisor: Newspaper (14 issues)	10
	Head Coach: Baseball, Softball	9
	Head Coach: Junior Varsity Football, Tenth Grade Football, Junior Varsity Basketball, Cross Country, Volleyball, Soccer, Tenth Grade Basketball Coach: Dramatics (Two 3-act productions) Assistant Coach: Football, Basketball Advisor: Yearbook Assistant Coach: Gymnastics	8
	Head Coach: Ninth Grade Basketball, Tennis, Boys Golf Coach: Four Lakes Basketball and Football, Debate, Forensics Assistant Coach: Track, Wrestling, Hockey, Swimming Manager: Equipment (fall) Athletic Trainer	7
	Head Coach: Ninth Grade Football, Ninth Grade Wrestling, Girls Golf Assistant Coach: Volleyball, Baseball, Softball, Soccer Winter Sports Equipment Manager Director: High School Band	6
	Coach: Ninth Grade Baseball, Ninth Grade Track, Ninth Grade Volleyball, Ninth Grade Softball, Ninth Grade Soccer Assistant Coach: Boys Golf, Tennis, Ninth Grade Football Manager: Equipment (Spring), Bookstore Head Cheerleader Advisor	5
	Coach: Ninth Grade Cross Country Assistant Coach: Ninth Grade Track (when squad exceeds 35), Girls Golf Director: High School Choir, High School Orchestra Advisor: Pom Pom Drama Assistance (Stage, Lighting and Technical)	4
	Intramurals - all levels (one period per week)	3

- A. Supervision during the noon lunch period; e.g. playground, lunchroom, and/or school-community recreation programs; and transportation supervision (except for teacher taking classes on field trips and/or extra duty events for which a teacher is paid on the above schedule and/or teachers who perform such duty as a part of the instructional process within the pupil-teacher contact time [Section V-K]), shall be compensated at the rate of \$7.00 per hour. Compensation shall be computed in 1/2 hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid 70% of the rate for the coaching of the activity in which he or she is assisting.
- C. Athletic Directors shall be released from their teaching duties one (1) period per day for the purpose of performing the duties of Athletic Director.
- D. Should the WIAA change the official length of the season for any sport covered by this schedule, and the District participates in that sport as sponsored by WIAA, then the above positions may be adjusted reflecting the length of the season for that sport relative to the length of the season for the other above activities. Such rate shall be negotiated.
- E. Should the District fill the position of Athletic Trainer for a given school, such individual shall be compensated at the rate of 7% of Base 3, Section III-L-1.

III - Salary - M

M. DIPLOMA COMPLETION PROGRAM

Teachers performing professional services as authorized by the appropriate administrator shall receive \$20.25 per hour with a minimum of three (3) hours per night.

III - Salary - N

N. EXPERIMENTAL PROGRAMS

- 1. A teaching position in an experimental program which differs from the regular assignment of hours and duties is exempt from negotiations during the experimental stage of the program.
 - a. The Superintendent of Schools identifies such a program and communicates this identification to the president of Madison Teachers.
- 2. Experimental programs are limited to three years.
- 3. There shall be no deviation from the regular salary schedule in compensating personnel in experimental programs.
- 4. A teaching position which evolves from an experimental program and becomes a regular position in the Madison Metropolitan School District is subject to negotiation following the three year experimental period.

III - Salary - O

O. TRAVEL REIMBURSEMENT

- 1. An employee assigned to more than one school per day shall be reimbursed at the rate recognized by the IRS as nontaxable reimbursement.
- 2. Trips longer than 200 miles will be reimbursed at the rate of lowest feasible commercial fare; however if an automobile is used the teacher shall be reimbursed at the rate noted above.

3. Travel reimbursement is authorized by the appropriate administrator on the basis of the employee's monthly travel report. Payment shall be made each month.
4. Teachers who experience parking charges, excluding fines for illegal parking, during the time when they are rendering professional services on behalf of the District, shall be reimbursed in full or same provided their administrator or supervisor has approved the reimbursement for same in advance. Reimbursement shall be the end of each semester.
5. Teachers utilizing their automobile in a manner by which they receive reimbursement pursuant to this Section shall file with the Director of Business Services proof of coverage relative to their automobile liability insurance.
6. Teachers who receive approval to attend out-of-district conferences for students will be reimbursed for travel (as per the IRS reimbursement provision referenced above), lodging and the District meal allowance.

III - Salary - P

P. INVENTORY, MAINTENANCE, REPAIR

Teachers may only be required to inventory capital items under their charge unless such teacher is approved for extended employment for the purpose of inventory of items other than capital items.

Teachers may be granted extended employment for the following purpose:
1) inventory of capital items not under their charge; and/or 2) the repair and/or maintenance of machinery, equipment or instruments related to the instructional program. The compensation of teachers employed as provided herein shall be as provided under Section III-I.

IV - Factors Relating to Employment - A (Individual Contract)

A. NOTICE OF NEW HIRES

The Madison Metropolitan School District shall send on a timely basis to the Executive Director of MTI copies of the Board minutes and Board agendas for each School Board meeting held in open session by placing them in the MTI mail box located in the Central Administration Office.

IV - Individual Contract - B

B. SUBSTITUTES, NEW HIRES (TEACHERS) AND REPLACEMENT TEACHERS

1. Temporary Vacancies

- a. Temporary vacancies of a semester or less.
The employer may fill a vacancy, created by an employee temporarily vacating his/her position for a semester or less, with a substitute.
- b. Temporary vacancies of more than a semester.
If the employer determines to fill a vacancy created by an employee temporarily vacating his/her position for a period of more than one semester, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-0) have been exhausted, do so with a teacher under temporary contract.

c. Temporary vacancies created by medical disability.

If the employer determines to fill a vacancy created by an employee who is medically not capable of returning to work for an indefinite period of time, said vacancy will be filled as follows:

1. The employee's physician will provide notice to the Division of Employee Services as to the projected duration or continuation of the absence.
 - a. If the remaining portion of the teacher's absence is anticipated to be 45 school days or less, the position will be filled by a substitute teacher.
 - b. If the remaining portion of the absence is 46 school days or more and the total duration is more than 90 school days, the substitute teacher will continue in the position under temporary contract in accordance with Section IV-B-2 of this Agreement, with such contract commencing on the date notice, defining the duration of the absence, was received by Employee Services from the attending physician, provided such substitute teacher is in, or is qualified by the District to be in, the teacher employment pool.

d. Temporary vacancies of more than one school year.

If the employer determines to fill a vacancy created by an employee temporarily vacating his/her position for a period of more than one school year, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-0) have been exhausted, do so with a teacher employed under a regular teacher contract.

2. Permanent Vacancies

a. Permanent vacancies of less than one semester.

If the employer determines to fill a permanent vacancy of less than one semester created by the resignation, dismissal, death, or other permanent action of a contracted employee, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-0) have been exhausted, do so with a teacher under temporary contract.

b. Permanent vacancies of one semester or more.

If the employer determines to fill a permanent vacancy of one semester or more created by the resignation, dismissal, death, or other permanent action of a contracted employee, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-0) have been exhausted, do so with a teacher employed under a regular contract.

3. The Director of Employee Services shall forward to Madison Teachers Inc., on a timely basis, a list of names of those teachers granted one year temporary contracts.

IV - Individual Contract - C

C. NONDISCRIMINATION

1. The nationality, race, color, creed, sex, age, or handicap shall neither restrict nor prevent the employment of an applicant by the Board of Education.

IV - Individual Contract - D

D. PHYSICAL EXAMINATION

1. The Board of Education shall pay for physical examinations, X-rays and tuberculin tests required of teachers, as provided in Section 118.25 Wis. Stats. at the following rates:

- a. If administered by the clinics or health providers with whom the District has a financial agreement, the full cost will be paid by the District.
- b. If administered by teacher's own physician (provider), the District shall pay the cost thereof up to a maximum of the amount the District would pay its contracted provider.

IV - Individual Contract - E

E. ASSIGNMENT, REASSIGNMENT AND INVOLUNTARY TRANSFER

1. A teacher beginning employment in the Madison Metropolitan School District shall be given a preliminary notification of building and/or position assignment upon employment.
2. The Division of Employee Services shall confirm the beginning teacher's assignment and shall notify the teacher of the same in writing by August 1. (Where deviation is necessary, it shall be as per No. 3 below.)
3. There may be a number of beginning teachers each year who will be assigned to a teaching pool. These teachers shall be accorded the wages, hours and conditions of employment to which they would be entitled under the Collective Bargaining Agreement then in force if they had been assigned to a teaching position during the time they are assigned to such teaching pool.
4. The contract for continuing teachers shall have the location of the teaching position they are being offered when it is issued on April 15. This assignment is contingent upon the school population and instructional program remaining substantially unchanged. Additionally, when practical, to provide greater preparation time designed to accommodate the individual needs of the pupil, teachers will be advised as to the pupils assigned to their classes by June 1 of the preceding school year.
5. The Superintendent may, within the first nineteen (19) school days of the then current semester, unilaterally transfer a teacher because of substantial change in the school's enrollment or substantial program change. Transfers made for any other reason shall be made only for just cause (the best interest of the District shall constitute just cause for such a transfer).

Transfers made per sentence one (1) in five (5) above shall be of the least senior teacher (per Section IV-0-1) in the grade level (i.e., unit, grade or grade combination e.g.: 1-2) and/or Department or subject (whichever is appropriate) from which the transfer must be made. Any teacher so transferred shall, when reasonably possible, be provided five school day's notice of the transfer unless the teacher waives the notice, or a portion thereof, in writing. The Superintendent, or his/her designee shall advise the Executive Director of MTL of such transfers and the reasons therefore when the transfer is made.

6. School Nurses: The location assignment (not hours) of School Nurses will be in accordance with the 1983-84 school year assignment, unless said assignment is revised pursuant to Section IV-E, F or G.

IV - Individual Contract - F

F. VOLUNTARY TRANSFER OF ASSIGNMENT

1. Voluntary Transfer Where Vacancies Exist
 - a. Vacant positions shall whenever practical be filled by the voluntary transfer of "teachers", except involuntary transfers made pursuant to Section IV-E.
 - b. Minimum qualifications shall be established by the "Employer" and equally applied to all persons. Posted positions will be filled on the basis of qualifications as determined by the Employer. When same are relatively equal between "teachers", the senior teacher making the transfer request for the position shall be transferred.

- c. A teacher wishing to transfer applies to the principal of the building in which the vacancy exists, or to such other person indicated on the notice. Upon request of said principal or other appropriate individual, such transfer shall be made provided said teacher has greater seniority than the teacher in the surplus pool (IV-0) who is qualified for the same position for which the above mentioned teacher has applied.
 - d. The teacher shall also file a statement with the Director of Employee Services requesting such transfer. The Director will, upon receipt of a principal or other appropriate individual request, process the transfer. This will occur so long as the instructional requirements of the school(s) are not disrupted. The Director of Employee Services will notify the teacher of the decision.
 - e. If any posted vacancy does not materialize due to a substantial change in the school's population or program, the transfer may not be implemented.
 - f. This provision does not apply to temporary contracted teachers.
2. Vacancy Posting
- a. A building principal shall immediately notify the Director of Employee Services upon learning of a potential vacancy.
 - b. Whenever a vacancy occurs, either as a result of termination, transfer (voluntary or involuntary), or the creation of a new position, and the employer intends to fill such position, notice of such vacancy shall be posted for five (5) working days prior to the date requests for transfers are due. However, vacant positions which the employer intends to fill by an involuntary transfer pursuant to Section IV-E need not be posted.
 - c. Vacancy notices shall be posted in the office and faculty lounge(s) of each school immediately upon their receipt.
 - d. Vacancies occurring during the week prior to the first week of school and during the first week of school will not be posted.
 - e. Notice of vacancies occurring during the summer shall be sent, by the Director of Employee Services, to all individuals in the collective bargaining unit who have previously notified the Director of Employee Services in writing of their desire to transfer for the ensuing school year. Such notices shall be mailed five (5) days prior to the date requests for such transfers are due.
 - f. Notices shall contain the location of the position(s), the date transfer requests are due and to whom the request for transfer shall be directed and any other pertinent data, including, but not limited to, minimum qualifications for the position.
 - g. An updated list of vacancies may be examined by teachers at any time in the Office of the Division of Employee Services.
 - h. Should a job become vacant which the employer does not intend to fill, the employer shall notify MTI that the position is being eliminated.
3. All factors being equal, the Madison staff members should be given preference for positions for which they have applied.
4. School Closing
- In the event of a school building being closed all teachers assigned to the school shall move to other positions pursuant to the terms set forth for the reassignment of "surplus" teachers Section IV-0.

IV - Individual Contract - G

G. PROBATIONARY PERIOD

1. A teacher contracted under regular or Title contract will serve a three (3) year probationary period, unless said teacher has taught previously for a minimum of three (3) years outside the employ of the Madison Metropolitan School District. In the case of the latter, said teacher shall serve a two (2) year probationary period in the District. At the conclusion of the probationary period, if the teacher's service is satisfactory, the teacher will have completed probationary status and will be awarded a regular annual contract. Such teachers will then hold nonprobationary status.
2. Teachers employed under temporary contract by the District will be subject to the terms above should they be issued a regular or Title contract in the same or immediately following semester, thereby providing continuous service between the two (2) contracts. However, in no case shall a teacher serve a probationary period of less than one year.

IV - Individual Contract - H

H. TEACHER EVALUATION

1. A staff member's effectiveness as a professional employee shall be evaluated by a District administrator.
2. Any written response by the teacher shall be made a part of the original evaluation report and shall remain in the teacher's evaluation file in the Division of Employee Services. Staff members will be requested to sign the evaluation as completed by the administrator and they may retain a copy for their records. The teacher's signature does not indicate approval, but merely that it has been reviewed as set forth above. The administrator and the staff member shall jointly review the evaluation.
3. Evaluation Timetable:
 - a. Probationary Teachers shall be evaluated each contract year at least twice; on or before November 15 and on or before February 1. During the school year in which an issue of a probationary teacher's continuing employment status is raised by the consideration of the commencement of nonrenewal proceedings pursuant to Section IV-I an additional final evaluation shall be completed between February 20 and February 28.
 - b. Nonprobationary Teachers shall be evaluated by May 15 for the year the evaluation is applicable. During a school year in which an issue of an employee's continuing employment status is raised by the commencement of nonrenewal proceedings pursuant to Section IV-J, the evaluation shall be completed no later than the end of the first semester of the then current school year.
 - c. The evaluator(s) may file, and the teacher may request, a special evaluation at a time other than the specified times for evaluations.
4. All assessments and evaluations become part of the staff member's permanent file in the Division of Employee Services.
5. In completing the evaluations referenced above, the evaluator shall make:
 - a. An analysis of points of strength and weakness, with specific examples;
 - b. Definite suggestions for ways in which improvements may be made, if such be necessary; and
 - c. A statement of what has been done by the teacher and the evaluator to strengthen classroom instructions.
6. The criteria which are to be used in measuring a teacher's performance are:
 - a. All teacher collective bargaining unit members except those referenced in Section IV-H-6-b & c: professional knowledge, professional

interest, assignments to pupils, instructional preparation, rapport with and control of pupils, techniques of teaching.

- b. Social Workers, Nurses, Guidance Counselors, Occupational Therapists and Physical Therapists, Psychologists: professional knowledge/development; assessment/evaluation effectiveness; intervention/consultation effectiveness; organization and management; and communication skills.
 - c. Speech and Language Clinicians: professional knowledge and development; assessment and evaluation effectiveness; consultation effectiveness; scheduling/time management; effectiveness of program/therapy; and communication skills.
7. If any changes are made to the evaluation form(s), such shall be provided on a timely basis, to the Executive Director of MTI.
 8. Should there be an evaluation of teachers holding temporary contract, the time designation in Section IV-H-3 does not apply.

IV - Individual Contract - I

I. PROCEDURE FOR CONSIDERING THE NONRENEWAL OF THE CONTRACT OF A PROBATIONARY TEACHER

1. The District shall counsel teachers concerning the proper discharge of the assigned duties of the probationary teacher.
2. A probationary teacher's performance shall be evaluated on or before November 15 of each contract year during the probationary period. Teachers will be requested to sign the evaluation. The teacher shall retain a copy of the evaluation. If nonrenewal is recommended by the evaluator on the evaluation form, MTI shall be notified of the recommendation.
3. An evaluation of the probationary teacher should be completed on or before February 1 and shall include a recommendation for renewal or nonrenewal of the teacher's contract. Teachers will be requested to sign the evaluation. The teacher shall retain a copy of the evaluation. This evaluation shall be the final evaluation for the school year unless the evaluator has recommended nonrenewal. If the evaluator recommends nonrenewal on this evaluation form, MTI shall be notified of this recommendation. If this evaluation does not contain a recommendation for nonrenewal, the teacher's contract shall be renewed for the ensuing year.
4. If on or before February 1, a probationary teacher's evaluation includes a recommendation for nonrenewal, a final evaluation and final recommendation on renewal or nonrenewal will be completed between February 20 and February 28.
5. On or before March 1, the Board of Education or its designee shall inform the probationary teacher in writing that the Board of Education is considering nonrenewal of the teacher's contract. A copy of the notice shall be sent to Madison Teachers, unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
6. A probationary teacher may, upon request, have a private conference with the Board of Education after the teacher receives notice that the Board is considering nonrenewal of the teacher's contract if the teacher files a written request with the Board of Education within five (5) days after receiving this notice.
7. This provision does not apply to temporary contract teachers.
8. All evaluations in this section shall detail with specificity the concern of the District and points of weaknesses of the teacher. Said evaluation shall also provide specific recommendation to the teacher for correcting the alleged deficiencies and inform the teacher of the assistance and counseling that is available for the teacher to improve his/her performance.

IV - Individual Contract - J

J. NONRENEWAL OF NONPROBATIONARY TEACHER

1. No teacher holding a regular annual contract may be nonrenewed except for just cause.
2. It is the duty of the District to counsel teachers concerning the proper performance of the assigned duties of the teacher.
3. Prior to the recommendation for nonrenewal of a nonprobationary teacher, and no later than the end of the first semester of the then current school year, the District shall provide said teacher and the Executive Director of Madison Teachers with a written explanation of the specific alleged deficiencies of the teacher. Said explanation shall include an analysis of points of weakness with specific examples, recommendations for overcoming the alleged deficiencies, specification of the available assistance, and a reasonable period of time for correction.
4. On or before March 1, the Board of Education or its designee shall inform the teacher in writing if the Board of Education is considering nonrenewal of the teacher's contract. The notice shall outline the rationale upon which the consideration is based and indicate that the teacher may have a private conference with the Board of Education if a written request is filed with the Board within five (5) days of receiving the notice of consideration for nonrenewal. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
5. On or before March 15 of the school year for which the teacher holds a contract, the Board of Education shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing year.
6. Madison Teachers on behalf of the teacher may appeal an adverse decision by the Board of Education to arbitration. Said call for arbitration must be made within fifteen (15) days after receipt of notice of the decision of the Board.
7. The issue to be determined by the arbitrator shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he shall, in addition to his determination of the issue, grant appropriate relief.
8. Nothing herein is intended to prevent the Board of Education from granting an individual teacher his/her right to due process with respect to his/her nonrenewal. If such be the case, the Board of Education shall notify Madison Teachers, in writing, in order that Madison Teachers may, as the bargaining representative, exercise its right to be present at the proceedings.
9. This provision does not apply to temporary contract teachers.

IV - Individual Contract - K

K. RESIGNATION

1. The resignation of an employee is made in writing to the Director of Employee Services for presentation to the Board of Education as early as possible and at least thirty (30) days prior to the effective date of the resignation. Any employee who fails to give written notice at least thirty (30) days prior to the effective date of the intended resignation shall pay to the District \$200.00 as liquidated damages for the failure to give such notice, it being mutually agreed that said sum is a reasonable estimate of the actual damages caused by the failure to give such notice and actual damages are difficult to ascertain.

IV - Individual Contract - L

L. SUSPENSION WITH PAY

1. The Superintendent of Schools may suspend a teacher with pay, if and when, in the judgment of the Superintendent, a grave condition or situation warrants such emergency action. Notice of the suspension and the alleged reasons therefore, shall be delivered in writing by the District to the teacher at the time of the suspension. A copy shall be sent, by the District, to the Executive Director of MTI immediately thereafter.
2. If a teacher has any reason to believe that he/she may be suspended or disciplined under this section, or if the District agent has any reason to believe that the teacher may be suspended, the teacher shall be entitled to representation by MTI, during any discussion, investigatory conference, meeting or interview with the District, or its representatives, in which the above-referenced condition or situation is a subject.

Information obtained by the District from any discussion, investigatory conference, meeting or interview with the teacher in which the above-referenced condition or situation is a subject and which the District has any reason to believe involves the teacher, during which the teacher did not have representation by MTI, shall not be used against that teacher in any disciplinary action or proceeding, unless said teacher knowingly waived his/her right to representation.
3. If the Superintendent elects not to issue formal charges, within fifteen (15) school days, the teacher shall be returned to his/her position. If no charges are issued, the personnel file of the teacher and all District records shall be expunged of any and all reference to the suspension.
4. Should the Superintendent issue written charges such shall be provided to the teacher within the above-referenced timeline. A copy of same shall be sent, by the District, immediately thereafter, to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher elect not to notify Madison Teachers, a copy of said request shall be sent immediately by the District, to the Executive Director of Madison Teachers.
5. Following the filing of charges, the Superintendent may:
 - a. Impose, for just cause, appropriate discipline, other than that referenced herein.
 - b. Suspend, for just cause, the teacher for up to five (5) days without pay, in accordance with Section IV-M (Suspension Without Pay) of this Agreement.
 - c. Recommend to the Board of Education that it impose, for just cause, appropriate discipline.
 - d. Recommend to the Board of Education that the teacher be suspended, without pay, for just cause, for more than five (5) days.
 - e. Recommend to the Board of Education that the teacher be dismissed, for just cause, pursuant to Section IV-N of this Agreement.
6. Should written charges be issued, by the Superintendent, which include a recommendation for dismissal, the teacher shall have the right to request a hearing before the Board of Education. The matter shall then be heard by the Board of Education within twenty-one (21) days of the teacher's request for hearing. This time requirement may be extended by mutual agreement between the parties. The teacher shall remain on suspension with pay until the Board has rendered its decision. The teacher shall have all of the due process and procedural rights afforded a teacher under Section IV-N (Dismissal) of this Agreement. The hearing shall be open or closed, at the option of the teacher.

The suspended teacher shall have the right to be represented by counsel, to confront and cross-examine all witnesses against him/her and the right to present witnesses and evidence in his/her own behalf. Madison Teachers may attend as a party to proceedings on their own volition, or Madison Teachers

may act, if they should so choose, for the suspended teacher at this hearing.

The Board may, for just cause, either immediately dismiss, discipline, suspend without pay, or reinstate the suspended staff member following the hearing. Action by the Board of Education and/or Superintendent does not limit their liability as may be determined by a court of law.

7. Madison Teachers may appeal, on behalf of the teacher, the above-referenced actions by the Superintendent and/or Board of Education to arbitration, on the same terms as provided in the Grievance Procedure. A copy of the issue to be arbitrated shall be filed by MTI with the Director of Employee Services, with the call for arbitration. Said call for arbitration must be made within fifteen (15) days after receipt of notice of the action by the Superintendent and/or Board of Education.

IV - Individual Contract - M

M. SUSPENSION WITHOUT PAY

1. The Superintendent may suspend a staff member for up to five (5) days without pay for just cause. The Superintendent shall forward by certified mail to the suspended staff member a notice setting forth the reasons for the suspension. A copy of these charges shall be sent to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers, a copy of his/her request will be sent to the Executive Director of Madison Teachers by the Superintendent.
2. Madison Teachers, on behalf of the suspended staff member, may appeal such suspension to arbitration. A copy of the issue to be arbitrated shall be filed by MTI with the Director of Employee Services with the call for arbitration. Said call must be made within fifteen (15) days after the receipt of the letter of suspension by the teacher.

IV - Individual Contract - N

N. DISMISSAL OF TEACHER DURING CONTRACT YEAR

1. No teacher holding a regular annual contract may be dismissed, except for just cause.
2. If a teacher is recommended, by his/her principal and/or supervisor, for discharge or dismissal prior to the end of the contract year, the teacher shall immediately be notified, in writing, of this action. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers, unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent, on a timely basis, to the Executive Director of Madison Teachers by an agent of the Board of Education.
3. The Superintendent shall investigate the recommendation and either quash the recommendation or prepare written charges. Said charges, including the reason for the recommendation, will be provided to the teacher with a copy sent, on a timely basis, by the District, to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher elect not to notify Madison Teachers, a copy of said request shall be sent by the District, on a timely basis, to the Executive Director of Madison Teachers.
4. The teacher shall have the right to request a hearing before the Board of Education. The request for hearing shall be filed no later than ten (10) days following receipt of charges from the District.
5. The teacher shall have the right to be represented by counsel, to confront and cross-examine all witnesses against him/her and the right to present witnesses and evidence in his/her own behalf at the hearing. Madison Teachers may attend as a party to the proceedings on their own volition.
6. The hearing before the Board of Education shall be closed unless a request for an open hearing is made by the teacher. The Board of Education, may,

after the hearing, immediately dismiss, suspend, transfer, reprimand, or quash the charges against the staff member.

7. Madison Teachers may appeal an adverse decision by the Board of Education to arbitration. Said call for arbitration must be made within fifteen (15) days after receipt of the notice of the action by the Board of Education.
8. The issue to be determined by the arbitrator shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he/she shall, in addition to his/her determination of the issue, grant appropriate relief.

IV - Individual Contract - 0

O. REDUCTION IN STAFF

1. Seniority

a. Regular or Title Contract Teacher

- 1) Seniority except as noted below, within the Madison Metropolitan School District is established by the total years of continuous service as a teacher in the District under regular or title contract with such calculation commencing with the first day for which compensation was paid to the teacher by the District followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority.

A layoff for up to three (3) years, shall not constitute a break in seniority.

- 2) For teachers employed prior to 5/24/77, seniority shall be established by the total years of continuous service as a teacher in the District with such calculation commencing as of the first (1st) day taught followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority. A layoff for up to three (3) years, shall not constitute a break in seniority.
- 3) For teachers employed prior to 8/1/76, seniority shall be established as of the first (1st) day taught while employed by the District. A teacher, who was initially employed prior to 8/1/76 and who resigned his/her employment with the District, but who is subsequently reemployed after 10/16/78, shall have his/her seniority commence with the first day for which compensation was paid to said teacher by the District followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority. A layoff for up to three (3) years, shall not constitute a break in seniority. If a teacher is reemployed before 10/16/78 his/her seniority shall be established as of the first (1st) day taught while employed by the District.

b. Temporary contract teachers

Teachers who are newly employed after August 23, 1977 under temporary contract and who subsequently are employed for the school semester immediately following the temporary contract period, under either regular or title contract, shall have their seniority date established commencing the first day compensated under temporary contract. Teachers who were employed during the 1976-77 school year under temporary contract and who were subsequently employed under temporary contract for the first semester of the 1977-78 school year, will be considered new employees per the above (IV-0-1-b).

- c. No teacher shall receive credit toward his/her seniority based on temporary contract employment except as per IV-0-1-b.
- d. Seniority for school nurses shall be established as of the first day worked while employed by the District, followed by continuous service.

An approved leave of absence for up to two (2) years, shall not constitute a break in seniority. A layoff for up to three (3) years shall not constitute a break in seniority. The seniority date for any school nurse who was previously employed as a nurse by the City of Madison and was assigned to work within the Madison Metropolitan School District shall have his/her seniority established within the District as the first day worked for the City, with all other criteria contained in subsection IV-0-1(d) above applicable.

2. Assignment to Surplus Pool.

- a. A "surplus teacher" is defined as any teacher presently teaching on a regular full time or regular part time contract who has been declared by their principal to be above staff requirements. Surplus declarations shall be made on the following basis:

1) Elementary and Middle Schools

Teachers shall be declared surplus in the inverse order of seniority, as defined above, except where the instructional requirements of the school are disrupted. It is understood that in making the necessary adjustment in assignments within a school after declarations of surplus that prior experience, certification, seniority and qualifications of the remaining school staff will be duly considered.

2) High Schools

Teachers, within a department, shall be declared surplus based upon inverse seniority, as defined above, and certification.

- b. When it becomes necessary to declare a teacher(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare teacher(s) to be Surplus Teachers in the manner as set forth above. Should a person volunteering to be surplus result in the remaining teachers being uncertified to teach the remaining assignments, the principal shall not be bound to accept the volunteer as surplus.
- c. Declarations of surplus must be made by July 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.
- d. Any teacher(s) declared surplus under the provisions herein shall be provided written notice of same by the date set forth in (c) above. Notice(s) shall also be sent, on a timely basis, to the Executive Director of Madison Teachers by the Director of Employee Services regarding such declaration of surplus.

3. Reassignment From Surplus Pool

Teachers who have been declared surplus shall be permitted to declare their preference(s) for reassignment to position(s) for which they are certificated by listing same with as much specificity as the teacher desires, i.e., instructional level, attendance area, school, grade or grade combination, subject area. The District shall make every reasonable effort to assign surplus teachers to vacant positions in accordance with their preference(s) on or before 30 days prior to the first day of compensation for the school year/December 15 (for the second semester), provided, of course, such vacancies become available.

The District shall not be obligated, however, to make reassignments in accordance with such preference(s) after 30 days prior to the first day of compensation for the school year or December 15 for the second semester, or under the following circumstances.

- 1) Where a part-time teacher prefers reassignment to a full-time position, and where the honoring of such preference for reassignment would cause the District the inability to assign the remaining full-time surplus teachers due to a lack of available full-time vacancies, or the inability to assign the remaining part-time surplus teachers to available part-time vacancies.

- 2) Where a teacher has been declared surplus in a given subject area, but prefers reassignment to another subject area for which that teacher also happens to be certified, and where the honoring of such preference for reassignment would cause the District the inability to assign the remaining surplus teachers to available vacancies due to their certifications.

Preference(s) for said reassignment shall be based upon seniority in the Madison Metropolitan School District among those surplus teachers with prior experience in the grade level and/or department and/or program in the available vacancy. Should the teacher have no preference(s) among the available vacancies, said teacher may be reassigned in accordance with Section IV-E (Involuntary Transfer) to any position for which they are certificated. Full-time teachers shall not be reassigned to positions which are less than full time. For teachers holding part-time contracts, every reasonable effort shall be made to reassign them to positions of at least the same percentage of contract currently held.

Teachers from the surplus pool who get reassigned to positions which were formerly held by teachers on sabbatical leave or medical leaves of absence, shall be returned to the surplus pool for reassignment pursuant to the procedure set forth herein, upon return of the teacher from leave to his/her former position.

Teachers shall have the right to refuse assignment from the surplus pool to Shabazz/City High School and/or the Work and Learning Center without jeopardizing their contract rights or seniority provided; however, if all qualified teachers refuse the assignment, the District shall assign the most qualified certified individual to fill the vacant position.

4. Layoff

- a. If the District determines to reduce the number of "teachers" employed by the District for the ensuing school year, such reduction shall occur as follows: The Board may release the necessary number of teachers, by providing them with notice of layoff on or before ten (10) school days before the last day of school. However, such action can only be taken via the inverse order of seniority, as defined above, within the instructional level, grade level or subject area. A teacher, who is laid-off as herein set forth shall be permitted to replace (bump) the teacher with the least seniority in a position for which she/he is certificated. A teacher who replaced (bumped) another teacher shall be actually assigned to the position into which the teacher bumped; however, the teacher who bumps in the position shall retain rights to transfer under the terms and conditions of the Collective Bargaining Agreement. Twenty percent (20%) of the positions subject to layoff may be excluded from the layoff procedure in order to accommodate the District's Affirmative Action Program. Such twenty percent (20%) shall not be less than five (5) persons. The latter provision may be implemented at any time the minority population of this Collective Bargaining Unit falls below the community norm.

The Superintendent shall select from among those certificated teachers, with appropriate certification, in relation to the vacancy who have the same seniority and who are eligible for layoff pursuant to the above.

The District shall provide in writing to MTI the information it used in making layoffs pursuant to this subsection 4(a) at the same time the teachers are provided with notice of layoff. Within fifteen (15) days of receipt by MTI of said information, the District and MTI shall meet for the purpose of reviewing the information and procedures used by the District in making the layoffs, if such a meeting is requested by MTI. Alleged violations of this subsection 4(a) may be processed through Section II-B (Grievance Procedure), with such grievances commencing at Level 3 of the procedure.

- b. Recall - Any additional employment by the District following the layoff will be first offered to those previously laid-off in the order of seniority of those on layoff status, should they still wish to resume employment in the Madison Metropolitan School District provided they hold proper certification for the position. A laid-off teacher

shall be entitled to recall for a period of three (3) years from the date of the notification of layoff, unless said teacher thereafter affirmatively notifies the District annually by May 1 that he/she wishes to remain on the recall list.

- 1) An "overload" assignment must first be offered, on the basis of seniority, to those teachers on layoff who hold certification appropriate to teach classes contractually provided for as "overloads". The acceptance of such a position, if less than full-time will not negate the individual's right to recall to a full-time position.
 - 2) The District shall have the option, based upon the needs of the District, to increase the percentage of contract of those currently employed under part-time contract or to assign teachers on layoff under such circumstances.
 - 3) Of those teachers on layoff status, a full-time teacher may refuse any offer of employment as a teacher with the District at less than a full-time contract and still retain recall rights for future offers of employment. If a full-time teacher accepts an offer for a part-time position, said acceptance does not negate that individual's right to recall to subsequent full-time positions. A part-time teacher on layoff may refuse any offer of employment as a teacher with the District on a full-time contract basis and still retain recall rights for future offers of employment. However, a part-time teacher on layoff who refuses any offer of any part-time employment as a teacher with the District forfeits all recall rights for future offers of employment. A full-time teacher on layoff who refuses any offer of any full-time employment as a teacher with the District forfeits all recall rights for future offers of employment. However, a full-time teacher on layoff may refuse any offer of employment for teaching positions in certification areas in which he/she has not taught during the last three years and still retain, via this Recall Procedure, rights for future offers of employment.
 - 4) Teachers who get recalled to positions which were formerly held by teachers on sabbatical leave or medical leave of absence will be placed in the surplus pool for reassignment pursuant to the terms of this Section IV-0 should the teacher on such a leave return to teaching after the expiration of his/her leave. Should the teacher temporarily vacating the position not return to his/her former assignment, the teacher reemployed from the layoff list who fills such assignment shall continue in that assignment.
- c. A teacher, while on layoff, may, at his/her option, be placed in the substitute pool.

IV - Individual Contract - F

P. RETIREMENT

1. Teachers upon retirement from the District shall be permitted to serve as per diem substitutes pursuant to the needs of the District.
2. A retired teacher who is temporarily reemployed on an emergency basis for a period of one semester or longer at the request of the District is compensated at his/her achieved salary level and track.

Q. INDIVIDUAL TEACHER CONTRACT
MADISON METROPOLITAN SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
MADISON, WISCONSIN 53703

CERTIFICATED PERSONNEL
NOTICE OF ELECTION

Dated _____

To:

You are hereby notified that you have been elected by the Board of Education of the Madison Metropolitan School District to the position and at the annual salary rate for the school year as shown below:

School Year	Position(1)*	School(1)	Track	Level(3)	Annual(2) Salary Rate
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The annual salary rate for such position is for a school year of _____ weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the teacher. Such appointment for the school year is subject to the following express conditions: (A) the Board of Education policies, and (B) applicable statutes of the State of Wisconsin. Upon your acceptance of this notice of election such provision shall be express conditions to the contract of employment between yourself and the Board of Education.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Director of Employee Services for presentation to the Board of Education at least 30 days prior to the effective date of the resignation.

It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules, and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

On the attached copy at your earliest convenience, please notify the Director of Employee Services of your acceptance or non-acceptance of the position to which you have been elected. By State Statute 118.22(2) nonreturn of this contract offer to the Employee Services Division on or before April 15 of the current year shall be considered a resignation.

- (1) Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.
- (2) The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of time less than a full year. Salary is prorated in terms of the amount of time served.
- (3) Number of credits needed to cross the next improvement or incentive level is _____.

*"Teacher" means all regular full-time and regular part-time certificated teaching and other personnel who are employed in a professional capacity to work with students and teachers employed by the Madison Metropolitan School District including psychologists, psychometrists, social workers, attendants and visitation workers, work experience coordinator, remedial reading teacher, University Hospital teachers, trainable group teachers, librarians, guidance counselors, if the individual is employed as such, or individuals noted above who are on leave of absence.

Superintendent of Schools

I accept all provisions and conditions contained in the notice of election described above.

(Mr., Mrs., Miss) _____	Dated _____
Madison Address _____	Phone _____
Home Address _____	

IV - Individual Contract - Q - 1

MADISON METROPOLITAN SCHOOL DISTRICT
Madison, Wisconsin
TEMPORARY CONTRACT
Notice of Election

To _____

You are hereby notified that you have been elected by the Board of Education of the Madison Metropolitan School District to the position of _____ at _____ full-time _____ part-time % for the period of time from _____ to _____. The annual salary rate* for such position is _____ (Track _____ Level _____) for a school year of 38.4 weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the employee. It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Employee Services Division for presentation to the Board of Education at least 30 days before the resignation is to take place.

It is expressly understood and agreed that the term of this temporary contract is only for the period of time specified upon it. No claim shall be made or exist for employment beyond the term of this contract.

Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.

The yellow copy should be signed and returned to the Employee Services Division, 545 West Dayton Street, Madison, Wisconsin 53703 by _____, or this notification of election shall expire and be null and void. Retain the original for your records.

Date _____ Superintendent of Schools _____

*The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of less than a full year. Salary is prorated in terms of the amount of time served.

.....

A C C E P T A N C E

I, _____ hereby accept my election by the Board of Education to the position in the public schools in the Madison Metropolitan School District, and at the annual salary rate for the school year as shown above.

I expressly accept all further provisions and conditions contained in this notice of election and said notice of election is made a part of this acceptance.

Name _____
Madison Address _____
Home Address _____
Dated _____

IV - Individual Contract - R

R. INTERN TEACHER, STUDENT TEACHER, AND STUDENT RESIDENT

1. No intern, student teacher or student resident shall be assigned to work with a teacher unless the teacher accepts in writing the assignment.
2. Intern Teachers, Student Teachers and Student Residents shall not be used to replace or substitute for bargaining unit employees.
3. The District shall not discipline, suspend or dismiss a cooperating teacher because of the actions of any Intern Teacher, Student Teacher or Student Resident, unless the cooperating teacher has engaged in culpable actions giving rise to the misconduct of said Intern Teacher, Student Teacher or Student Resident; and in such case only for just cause.

IV - Individual Contract - S

S. TEACHERS ON PART-TIME CONTRACTS

1. The provisions of the Agreement concerning issuance of teacher contracts apply to all regular part-time teachers equally unless a provision specifically excludes or qualifies the rights of part-time teachers.
2. Regular part-time teachers who are employed by the Madison Metropolitan School District shall receive their annual contracts in conformity with the terms and conditions of the Agreement.
3. The individual contracts of regular part-time and temporary part-time teachers may be adjusted by the Board within the first 19 school days of the school year as the need for their services is determined by the Board of Education. Revisions after such time may be made with the approval of the individual. The Executive Director of Madison Teachers shall be notified of all adjustments.

IV - Individual Contract - T

T. ASSUMPTION OF OTHER DUTY

1. When the building principal must be out of the building, said principal shall designate a person to be in charge of the building and the operation of the school.
2. Should a teacher be appointed, said teacher shall be given the name of a central office or other administrator who will be available to make any crucial decisions.

IV - Individual Contract - U

U. REPRESENTATION

Teachers shall be entitled to representation by Madison Teachers in any meeting which in the opinion of the administrator affects the teacher's continued employment.

IV - Individual Contract - V

V. JOB SHARING

Teachers, on a full time regular contract, may elect, based on the District's determination of positions available for job sharing, to participate in such program. Such participation shall be dependent upon the principal and/or supervisor and Director of Employee Services approval.

Teachers, who participate in this program as outlined above, may return to a full time contract when a full time contract vacancy occurs providing there are no teachers on layoff or surplus and the principal/supervisor so approves.

V - Factors Relating to Employment -
Classroom - A

A. ACADEMIC FREEDOM

1. No teacher may be disciplined or discriminated against in regard to terms or conditions of employment by the District on the basis of the teacher's instructional presentations to students regarding facts and ideas concerning any subject of learning where such presentations are consistent with accepted standards of the teaching profession and relevant Board policies, including:
 - a. develops a classroom atmosphere in which pupils feel free to express opinions and to challenge ideas,
 - b. teaches respect for the opinions of others and develops skills of critical thinking,
 - c. chooses suitable instructional materials presenting data on major points of view on issues being discussed,
 - d. demonstrates by his own interpretations and actions rational methods of arriving at decisions,
 - e. maintains at all times a decent respect for the dignity and worth of each individual,
 - f. undertakes the presentation of a controversial issue to pupils only after careful study and planning,
 - g. confers with the principal or staff specialist if there is doubt regarding the appropriateness of discussing a controversial issue,
 - h. determines whether or not an issue raised by pupils is to be considered at the moment it arises,
 - i. guides discussion toward constructive courses of action available within our framework of values,
 - j. keeps in mind his position as moderator and participant in the classroom forum, and
 - k. withholds the expression of his own opinion unless he is asked a direct question.
2. No teacher may be disciplined or discriminated against in regard to terms or conditions of employment by the District for inviting a resource person into the school where the teacher has:
 - a. informed the school administration of the plan to invite such resource person;
 - b. received advance approval for the invitation of such resource person from the school administration. The teacher may appeal any denial of approval by the school administration to the Board of Education and shall abide by its decision. The District shall not discipline or discriminate against any teacher in regard to terms or conditions of employment because of the teacher having appealed the school administration's decision to the Board of Education.

V - Factors Relating to Employment -
Classroom - B

B. TRANSPORTATION FOR FIELD TRIPS AND EXTRACURRICULAR ACTIVITIES

Teachers shall neither be required nor expected to provide transportation, via their own vehicles, for field trips and/or extracurricular activities.

V - Factors Relating to Employment -
Classroom - C

C. CLASS SIZE

1. The minimum enrollment for a class is fifteen (15) pupils, the Superintendent of Schools may approve a class of less than fifteen (15) pupils when economic and educational implications warrant such approval.
2. Wherever feasible under the circumstances (e.g., availability of staff and facilities) in elementary, middle and high schools, the following standards are recommended for classes (excluding music, physical education, etc.):
 - a. No class should have more than thirty (30) pupils.
 - b. Classes containing concentrations of disadvantaged pupils should be reduced to a number which permits optimum learning opportunities for such pupils.
 - c. No teacher should be assigned the class responsibility regardless of the size of his classes, for more than 135 pupils.
3. The administration will deliver the initial and 14th day enrollment to Madison Teachers on a timely basis after receipt by the administration of same.

Charges of violation of paragraph 2 may be called to the attention of a committee which shall consist of 6 members, 3 appointed by the Superintendent of Schools and 3 by the President of Madison Teachers Incorporated. Charges shall be sent to the designated co-chairpersons and to the Superintendent or his designee. The committee shall then meet within five (5) days from their receipt of the aforementioned charge of violation and report their findings and recommendations, within ten (10) days of the date of their meeting, to the Superintendent with a copy to the Executive Director of Madison Teachers. If a solution is mutually acceptable, the Superintendent shall so order the solution. The five (5) day limit may be extended by stipulation of the parties. Should the committee fail to agree, the study and findings by the committee shall be appealable to the Board of Education and arbitration in accordance with the grievance procedure set forth herein.

4. The following paragraphs apply to "Mainstreaming":
 - a. Students defined as handicapped, i.e., students assigned to Special Education classes on a part-time or full-time basis, will be reintegrated into regular classes when, in the opinion of the Special Education teacher, the principal and the Area Coordinator of Special Education such student would profit from such reintegration.
 - b. If after such reintegration it becomes the opinion of the teacher in whose class the student was reintegrated that the presence of that student in that class constitutes a "substantial additional burden" that teacher may notify the principal of that school and ask for relief or assistance. The teacher, if the teacher so desires, may be accompanied and represented by a representative of Madison Teachers throughout the process set forth in Paragraph (4). The principal in cooperation with the Area Coordinator of Special Education, will examine the circumstances of the classroom and they will determine if:
 - 1) A substantial additional burden does exist, and
 - 2) If it does exist, the procedures to remedy the circumstances.
 - c. If the teacher disagrees with either the decision in 1 above or the remedy in 2 above, the teacher may appeal to the Area Director. The Area Director, in cooperation with the Director of Special Education, will examine the situation to determine if:
 - 1) A substantial additional burden does exist, and
 - 2) If such a substantial additional burden does exist, will indicate the remedies.

The determinations made in 1 and 2 above will be written out by the Director of Special Education/Area Director and provided to the teacher involved. This written material will include a rationale for the decision, a description of the steps taken to arrive at the decision and, if appropriate, a description of the procedures to be taken to remedy the situation. The joint decision of the Area Director and the Director of Special Education will be final.

d. Mainstreaming Committee.

- 1) A committee shall be established by the Superintendent which committee shall include teachers, a representative of Madison Teachers Incorporated and other appropriate personnel to make recommendations to the Director of Special Education concerning a variety of courses on the various factors with which teachers should become familiar regarding mainstreaming. Same shall be made available as soon as feasible.
- 2) The Director of Special Education shall design criteria for use in inservice days of which the purpose will be to broaden the background of the teachers in understanding and working with the exceptional child.

5. Instructional Material Staffing

a. Wherever feasible (as determined by the Board of Education) and consistent with the needs of the instructional program of the school, the following standards are recommended:

- 1) Every instructional materials center (IMC) shall be staffed by a full-time certificated librarian.
- 2) On the high school and middle school levels additional library staff may be assigned as needed.
- 3) One audiovisual specialist may be allocated for each middle and high school.

Violations of the above mentioned standards may be called to the attention of the MTI-BOE Joint Committee on Class Size as per Section 3 of this provision.

b. IMC staff of each school shall regularly conduct an evaluation of the program and service in that school. A report of that evaluation shall be submitted to the principal.

V - Factors Relating to Employment -
Classroom - D

D. TEXTBOOK ADOPTION

No textbook will be adopted unless such has been recommended by a committee of teachers elected by the appropriate grade level and/or school and/or area teachers with whom they work.

V - Factors Relating to Employment -
Classroom - E

E. SUPERVISION OF ELEMENTARY PLAYGROUNDS

1. School grounds are supervised by school personnel fifteen minutes before classes convene in the morning, during the school day when pupils are participating in a scheduled school activity, and until school is officially dismissed.
2. Elementary teachers shall not be required as part of their regular teaching duties to supervise playground activity during the noon lunch period and more particularly during that period fifteen minutes before school opens at noon, except as provided in Article V, Paragraph K hereof (Duty Free Lunch).

V - Factors Relating to Employment -
Classroom - F

F. STUDENT DISCIPLINE

1. When student conduct represents a threat to the physical safety of teachers, the District shall take appropriate steps including, but not limited to, the immediate removal of the student(s) from the classroom.
2. No teacher may be disciplined or discriminated against by the District in regard to terms or conditions of employment on the basis of any action taken by the teacher to implement and maintain student control and discipline, provided that such action is consistent with existing Board policies governing student discipline of which the teacher has been informed.
3. The District, subject to the teacher's cooperation, shall defend and hold harmless the teacher against personal liability for actions taken during the course of his or her employment and within the scope of his or her authority.
4. A teacher assaulted in the performance of teaching duties, who as a result is unable to resume work, shall be compensated according to the workers' compensation provisions in Accident Leave/Workers' Compensation (Section VI-C).

V - Factors Relating to Employment -
Classroom - G

G. TEACHER MAILBOX

1. Representatives of Madison Teachers Incorporated shall be permitted to use teachers' mailboxes and the School District's internal school mail distribution system for noncommercial and nonpolitical material.
2. No other competing labor organization shall be permitted to have access to teachers' mailboxes or the internal school mail distribution system unless said labor organization has filed with the WERC a petition seeking a representative election pursuant to Section 111.70, et. seq., Wis. Stats.
3. A copy of all publications mailed shall be sent to the Superintendent of Schools.

V - Factors Relating to Employment -
Classroom - H

H. SOLICITATION OF TEACHERS

Representatives of Madison Teachers Incorporated shall be permitted to solicit teachers during teachers' nonteaching time.

V - Factors Relating to Employment -
Classroom - I

I. CLASS COVERING

1. When it is desirable to have a teacher cover a class assignment to permit another scheduled teacher to be absent for one or two hours, arrangements may be made as follows:
 - a. If the teacher requests such temporary absence from assignment and the principal or supervisor agrees that it is desirable, it is the teacher's responsibility to arrange such staff coverage as may be necessitated as a result of the temporary absence with other teachers subject to the principal's or supervisor's agreement.
 - b. If the administration requests such temporary absence from assignment, the administration may arrange for such staff coverage as may be necessitated as a result of the temporary absence with no time loss to the teacher excused.

2. Regular teachers substituting pursuant to #1 (b) above shall be paid at the rate of \$8.00 per hour.
3. However, under no circumstances will a teacher be required to cover a class and/or accept the responsibility for students of an absent teacher, except as provided herein.

V - Factors Relating to Employment -
Classroom - J

J. HOURS OF SCHOOL

1. Elementary

- a. The school day for all elementary school teachers shall be determined as starting 15 minutes before school is scheduled to begin, and terminate 30 minutes following the close of school.
- b. Special education teachers shall be governed by such hours as the principal shall file with the Director of Special Education concerning their special duties in relation to the normal operation of the school.
- c. Effective 8/19/86, elementary principals, in setting student hours, shall conform to the following standards on minutes of the teacher's responsibility with students.

Grades	Monday	Tuesday through Friday
K	270	325
1,2	270	325
3,4	270	350
5	270	350

The school principal and faculty may adjust the beginning and ending time of the regular school day to meet the needs of the community; however, the total number of minutes per day as listed above shall be maintained.

Elementary principals shall establish all elementary school teachers' hours as conforming to the 5th grade schedule with the teachers' day commencing 15 minutes prior to the 5th grade and terminating 30 minutes following the time of the 5th grade dismissal as per Tuesday through Friday above. Principals shall schedule each teacher's entire class into their special classes whenever possible to provide the classroom teachers additional planning time.

The Monday early dismissal time may be used, at the option of the teachers, for parent-teacher conferences, elementary teacher planning, and staff development (inservice); and the monthly staff meeting when the principal deems such meeting necessary. Staff members shall be required to attend such meeting. Such meetings should conclude by the end of the regular school day.

Kindergarten teachers will be provided one (1) hour released time for each four (4) kindergarten pupils, or major fraction thereof. Such time shall be used for the purpose of conducting parent-teacher conferences. The early Monday afternoon dismissal will fulfill the afternoon required released time.

- d. A teacher is to be in his assigned building continuously when school is in session unless excused by the principal.

2. Senior and Middle

- a. Middle and Senior High School hours are 8:00 - 4:00. Schools may make adjustment to these times, but the total time shall be maintained. Lunch hours will vary from school to school and Middle and Senior High staff meetings are governed by the rules outlined above.
- b. School may be dismissed in middle and high schools one hour prior to the dismissal of students during the regular school day for the purpose of staff development in the middle and high school and

parent-teacher conferences in the middle school. The Area Director must approve such early dismissal. Staff members shall be required to attend such meetings. Such meetings should conclude by the end of the regular school day.

- c. A teacher is to be in his assigned building continuously when school is in session unless excused by the principal.

V - Factors Relating to Employment -
Classroom - K

K. DUTY FREE LUNCH

1. All teachers shall be provided with a daily duty-free lunch period of at least 30 continuous minutes.
2. Teachers shall not be required to work in any capacity for the District during the duty-free lunch period.
3. The District may, however, contract with teacher volunteers for services in lunch period supervision. Teachers who volunteer for such lunch duty shall be paid at the rate of \$7.00 per hour with payment being computed in one-half (1/2) hour lots.

V - Factors Relating to Employment -
Classroom - L

I. SCHOOL CALENDAR

1. The school year shall be 192 days (38.4 weeks) and is delineated for teachers in their first year in Madison as follows:

a. Required attendance days for teachers during the first year of employment	186 days
b. Paid WEAC and SWFIO Convention days (Attendance at the WEAC and SWFIO Convention is permitted if not changed by the Master Agreement. Should a teacher not choose to attend such convention(s) the teacher is assigned to his/her school for these three days)	3 days
c. Paid legal holidays that do not fall in a scheduled vacation period (Labor Day, Thanksgiving Day and Memorial Day)	<u>3 days</u>
TOTAL	192 days
2. Teachers beyond their first year of employment in Madison have 183 days of required attendance to which the 3 paid convention, 3 paid legal holidays and 3 voluntary days are added, totalling 192 paid days. The paid voluntary attendance days are defined as the days shown as "new teachers" day in the appended daily calendar.
3. The distribution and identification of the required attendance days is outlined in the calendar. Special inservice days, parent teacher conferences, exam schedules, recording days, and/or other special days, are included in the 192 days total and are announced by building principals acting under guidelines established by the Superintendent of Schools.
 - a. The schedule of the first two days of school is as follows:
 - 1) A.M. Kindergarten will be dismissed one hour early.
 - 2) Grades K-5 will operate on a regular Monday schedule. This provides for a one-hour early dismissal in the afternoon.
 - 3) The regular time schedule will be assumed the third day.
 - 4) Full day schedules will be in effect in Middle and High Schools.

- b. The last Friday afternoon of the first semester and the last morning of the final calendar day of the second semester are utilized for recording and reporting days by the teacher. Students are not present during these sessions.
- 4. School closing or delay
 - a. Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice shall be delivered prior to 6:30 a.m. to those in the bargaining unit over radio stations whose broadcast studios are located within the city limits of the City of Madison.
 - b. Teachers shall be compensated for such day in their regular monthly payroll check. However, if it is necessary to extend the school year to enable the District to qualify for state aid, because of school being closed due to inclement weather, power failures or other circumstances, then the school year may be extended to a maximum of two days. Such days will be the week days immediately following the final day of the calendar of the school year. Any extension necessary beyond the two days noted above will be determined by mutual agreement between MTI and the District.

V - Factors Relating to Employment -
Classroom - L

L. SCHOOL CALENDAR 1985-86

AUGUST (3NT) (1AS) (5)					SEPTEMBER (20)					OCTOBER (21)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	NT	NT	NT	AS	H2	3	4	5	6		1	2	3	4
20	21	22	23		9	10	11	12	13	7	8	9	10	11
(26	27	28	29	30	16	17	18	19	20	14	15	16	17	18
					23	24	25	26	27	21	22	23	24	25
					30					28	29	30	31	
NOVEMBER (19)					DECEMBER (15)					JANUARY (20)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	2	3	4	5	6		V1	V2	V3	
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	V23	V24	V25	V26	V27	(20	21	22	23	24
25	26	27	H28	V29	V30	V31				27	28	29	30	31
FEBRUARY (19)					MARCH (15)					APRIL (22)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7	3	4	5	6	7		1	2	3	4
10	11	12	13	14	10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	17	18	19	20	21	14	15	16	17	18
24	25	26	27	C28	V24	V25	V26	V27	V28	21	22	23	24	25
					V31					28	29	30		
MAY (21)					JUNE (5)									
M	T	W	TH	F	M	T	W	TH	F					
				1	2	3	4	5	6)					
5	6	7	8	9										
12	13	14	15	16										
19	20	21	22	23										
H26	27	28	29	30										

HOLIDAYS-CONVENTION DAYS			First Semester	90 days
			Second Semester	92 days
September 2	Labor Day		New Teachers:	
October 24 & 25	WEAC Convention		Required Attendance	186 days
November 28	Thanksgiving		Paid Conventions	3 days
February 28	SWEIO Convention		Paid Holidays	3 days
May 26	Memorial Day			192 days
SYMBOLS: NT New Teachers				
AS All Staff				
H Holiday			Other Staff:	
V Vacation Days (NonPaid)			Required Attendance	183 days
C Convention			Paid Conventions	3 days
(Beginning of Semester			Paid Holidays	3 days
) End of Semester			Voluntary Days	3 days
				197 days

1985-86 - There will be one inservice/staff development day each semester.
Interpreters and Therapy Assistants will participate in such programs.

SCHOOL CALENDAR 1986-87

AUGUST (3NT) (1AS) (5)					SEPTEMBER (21)					OCTOBER (21)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
					H1	2	3	4	5			1	2	3
	NT	NT	NT	AS	8	9	10	11	12	6	7	8	9	10
19	20	21	22		15	16	17	18	19	13	14	15	16	17
(25	26	27	28	29	22	23	24	25	26	20	21	22	23	24
					29	30				27	28	29	C30	C31
NOVEMBER (18)					DECEMBER (15)					JANUARY (20)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
					1	2	3	4	5				V1	V2
3	4	5	6	7	8	9	10	11	12	5	6	7	8	9
10	11	12	13	14	15	16	17	18	19	12	13	14	15	16
17	18	19	20	21	V22	V23	V24	V25	V26	(19	20	21	22	23
24	25	26	H27	V28	V29	V30	V31			26	27	28	29	30
FEBRUARY (19)					MARCH (22)					APRIL (16)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
2	3	4	5	6	2	3	4	5	6			1	2	3
9	10	11	12	13	9	10	11	12	13	6	7	8	9	10
16	17	18	19	20	16	17	18	19	20	V13	V14	V15	V16	V17
23	24	25	26	C27	23	24	25	26	27	V20	21	22	23	24
					30	31				27	28	29	30	
MAY (20)					JUNE (5)									
M	T	W	TH	F	M	T	W	TH	F					
				1	1	2	3	4	5)					
4	5	6	7	8										
11	12	13	14	15										
18	19	20	21	22										
H25	26	27	28	29										

HOLIDAYS-CONVENTION DAYS			First Semester	90 days
September 1	Labor Day		Second Semester	92 days
October 30 & 31	WEAC Convention		New Teachers:	
November 27	Thanksgiving		Required Attendance	186 days
February 27	SWEIO Convention		Paid Conventions	3 days
May 25	Memorial Day		Paid Holidays	3 days
				192 days
SYMBOLS:			Other Staff:	
NT	New Teachers		Required Attendance	183 days
AS	All Staff		Paid Conventions	3 days
H	Holiday		Paid Holidays	3 days
V	Vacation Days (NonPaid)		Voluntary Days	3 days
C	Convention			192 days
(Beginning of Semester			
)	End of Semester			

1986-87 - There will be one inservice/staff development day each semester.
Interpreters and Therapy Assistants will participate in such programs.

HOLIDAYS-CONVENTION DAYS		First Semester	90 days
September 7	Labor Day	Second Semester	92 days
October 29 & 30	WEAC Convention	New Teachers:	
November 26	Thanksgiving	Required Attendance	186 days
February 26	SWEIO Convention	Paid Conventions	3 days
May 30	Memorial Day	Paid Holidays	3 days
			192 days
SYMBOLS: NT New Teachers			
AS	All Staff	Other Staff:	
H	Holiday	Required Attendance	183 days
V	Vacation Days (NonPaid)	Paid Conventions	3 days
C	Convention	Paid Holidays	3 days
(Beginning of Semester	Voluntary Days	3 days
)	End of Semester		192 days

1987-88 - There will be one inservice/staff development day each semester. Interpreters and Therapy Assistants will participate in such programs.

V - Factors Relating to Employment -
Classroom - M

M. PARENT-TEACHER CONFERENCE

Elementary School

1. Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference on other than regular school hours, said teacher shall be granted compensatory time to be taken at a time approved by the principal. No compensatory time shall be available for conferences held prior to 1/2 hour following 5th grade dismissal as per Tuesday-Friday.
2. The conferences will be held in lieu of the report cards for the reporting periods in which they are held.

Middle School

3. Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference on other than regular school hours, said teacher shall be granted compensatory time to be taken at a time approved by the principal.

V - Factors Relating to Employment -
Classroom - N

N. SPECIAL TEACHERS IN KINDERGARTEN

1. It shall be the policy of the Board of Education within the limitations of budget to provide additional staff in the special subject fields (art, music, physical education) in order that these special teachers may be used to supplement the kindergarten curriculum.

V - Factors Relating to Employment -
Classroom - O

O. EMERGENCY SITUATION

1. Teachers shall report suspicious object(s) or person(s) to the Principal or his designee.
2. Teachers shall not be required to search for suspicious object(s) or person(s).

V - Factors Relating to Employment -
Classroom - P

P. PLANNING TIME

In addition to the hour of planning time provided by early dismissal on Mondays, all full-time elementary teachers and all full-time Special Education Services teachers assigned to elementary and middle schools shall have one hour per day of planning time on Tuesday through Fridays within the established school day for teachers. Such planning hour shall be scheduled in at least one-half hour lots.

It shall not be a violation of this provision if a teacher loses planning time due to schedule changes made necessary by reason of emergencies or has voluntarily surrendered such planning time.

School Nurses shall have five (5) hours per week, with such being prorated for nurses employed part-time, for planning such things as classroom presentations, resource development and other instructional services. Such time shall be scheduled by the School Nurse; however, such may be interrupted should the Nurse's nursing services be required. If any of this planning time is outside the scheduled building, prior approval from the building principal or his/her representative must be received. Should a nursing emergency occur, and the

School Nurse is not present, the procedure established by the administration for such circumstances, shall be implemented.

VI - Factors - Personal - A

A. ABSENCE ALLOWANCE

1. Commencing with the beginning of the 1984-85 school year a new teacher shall be advanced ten days sick leave at the time of hire. A teacher who has had sick leave advanced under this provision shall not be able to earn sick leave during the first year of employment. Thereafter, sick leave is earned at the rate of one (1) day per payroll period for each teacher provided that the teacher receives pay for one-half or more of the days included in the payroll report period. Sick leave is not advanced. Sick leave may not be used prior to the time it is earned.
2. Staff members employed to teach in the six weeks summer school sessions will earn one day sick leave. This shall be cumulative with their regular sick leave. These teachers may also use sick leave accumulated during the regular school term during the summer school session. However, a day of sick leave during the summer session shall consume a full day of accumulated sick leave. No other summer employment qualifies for sick leave benefits.
3. The following absences will be without loss of salary provided an adequate balance exists in the teacher's personal sick leave account.
 - a. Personal illness.
 - b. Death in the immediate family not to exceed five school days per year for each death in the immediate family; immediate family interpretation for this subsection shall be limited to the following relatives of the employee or his spouse:
 - 1) Father or Mother
 - 2) Husband or Wife
 - 3) Child (including foster and step child)
 - 4) Son or Daughter-in-law
 - 5) Brother or Sister
 - 6) Brother or Sister-in-law
 - 7) Grandfather or Grandmother
 - 8) Grandfather or Grandmother-in-law
 - 9) Aunt or Uncle
 - 10) Aunt or Uncle-in-law
 - 11) First Cousin
 - 12) Niece or Nephew

Requests for any other funeral leave must be submitted by the teacher for approval to the Employee Services Department. In the absence of written approval, pay will be deducted for the absence.

- c. Attendance required by an officer of a court (and/or summoning of a governmental agency such as Internal Revenue or the draft board).
 - d. Severe illness in the immediate family requiring the presence of the teacher not to exceed five days in any school year; immediate family interpretation of this subsection shall be limited to the following relatives of the employee:
 - 1) Husband or Wife
 - 2) Child (including foster and step child)
 - 3) Son or Daughter-in-law
 - 4) Father or Mother of employee or spouse
 - 5) Brother or Sister
 - 6) Brother or Sister-in-law
 - 7) Grandmother or Grandfather
 - e. Absences not covered in items a. through d. may be approved by the Board of Education on recommendation of the Superintendent of Schools.
4. The following absences will not be deducted from the PSLA:

- a. Personal leave days (Section VI A-5).
 - b. Teachers who are required to serve on jury duty shall receive full pay from the MMSD during the period of such service. Such teacher shall, however, remit to the Board of Education an amount equal to the compensation received for jury duty upon receipt of same.
5. Personal leave
- Five personal leave days shall be permissible as follows:
- 1) Teaching personnel will be permitted to be absent from school responsibilities for any purpose without pay. Such absence will be in at least one half ($\frac{1}{2}$) day increments and shall be for a reason which necessarily cannot be met outside the school day.

The teacher will be expected to notify the school principal at least three (3) days prior to such absence.

Personal leave will not be granted during the first or last two weeks of any semester except under extenuating circumstances which may be approved by the Superintendent.
 - 2) Teaching personnel will be permitted to be absent for two days per year from school responsibilities for certain purposes without loss of compensation. The purposes will be defined basically as legal reasons, i.e., adoption proceedings, settlement of wills, certain court actions, real estate closings. The teacher will be expected to notify the school principal at least three days prior to such absence. The teacher will be expected to be absent only as long as necessary and the school principal will provide class covering as determined by the principal.
6. A teacher earns sick leave during a period of personal illness, however, this is subject to the maximum sick leave in force.
7. By October 3rd, the Board of Education shall provide each teacher with written notification of his accumulated sick leave as of the end of the prior school year.

VI - Factors - Personal - B

B. UNPAID LEAVES AND ABSENCES

1. A leave of absence shall be granted to a member of the professional staff, provided:
 - a. The teacher has completed his/her probationary period. (This provision does not apply to teachers who take a leave due to medical reasons.)
 - b. A request for a leave of absence, or a request to extend a leave of absence, is made in writing through the Principal/Supervisor, to Employee Services for its approval, by July 15 for a leave of absence for the ensuing school year, or for an academic or childrearing leave of absence for the first semester. Requests for an academic or childrearing leave of absence for the second semester must be filed by December 1. All leaves are subject to verification by the Assistant Director of Employee Services. (This provision does not apply to teachers who take a leave due to medical reasons, or for the purpose of adopting a child when it would be impracticable to provide such notice. Moreover, a medical leave, or unpaid leave for the purpose of adoption, or an unpaid leave that is taken in connection with a pregnancy leave, may become effective during the term of semester.)
 - c. The reason(s) for the leave request are stated on the leave request form.
 - d. No leave shall exceed two (2) consecutive school years or four (4) consecutive semesters. Leaves, except for academic or childrearing, may not be repeated within three (3) years. Upon the expiration of a

leave of absence, a teacher must return to teaching or resign his/her employment with the District.

2. Leaves, and leave extensions, are granted to teachers under either (a) or (b) below:
 - a. Initial request: One (1) semester (academic or childrearing)
Extension: The extension will be for the semester following the semester of the initial leave unless the initial request is for the second semester or the school year, then the extension must be for the entire school year.
 - b. Initial request: One (1) full school year.
Extension: One (1) extension consisting of the following full school year.
3. Teachers who take a medical leave of absence, must support their leave request with medical certification from their physician, in order to:
 - a. be paid their unused accumulated personal illness days while medically disabled.
 - b. retain the right to be returned to the position formerly held at the time the leave was requested up to two (2) years.
 - c. not be limited in the number or length of extensions as outlined above.
 - d. A teacher temporarily absent (with or without pay) by reason of medical* disability, which disability is expected to end during the term of a semester, may at the teacher's option, extend such absence to the end of the then current semester provided written notice of such option (extension) is made to the Division of Employee Services prior to the commencement of such disability leave of absence. A teacher shall, at the conclusion of such leave(s), be returned to the position held immediately prior to such leave per b. above.
 - e. If a teacher requests an additional unpaid leave of absence pursuant to Section VI-B, the teacher will be returned to the position previously held; should the position at that time, be filled by a teacher under temporary contract. If the former position is, at that time, filled by a teacher under regular contract, the returning teacher will be placed pursuant to Section VI-B-4 of the Collective Bargaining Agreement in the surplus pool, for reassignment in accordance with Section IV-0.

In addition, teachers on leave of absence for medical reasons must have their physician complete a Return-to-Work Form before they can resume teaching.

4. Absences of consecutive days consisting of half or more of the paid days from the beginning of the contract year to the end of the first semester or from the beginning of the second semester to the end of the contract year will result in a full semester being counted toward the two year limitation of leave of absence as referenced in Section VI-B-2 and 3. Absences of less than half of the paid days will not count toward the two year limitation of leave of absence as referenced in Section VI-B-2 and 3.
5. Teachers, other than teachers on medical leaves, who receive leaves of absence, pursuant to this Section VI-B, shall be entitled to return to the position held at the time the leave was granted, if the leave is for one semester. If the leave is for more than one semester, the teacher will be returned to the position previously held, should the position be filled by a teacher under temporary contract. If the former position is filled by a teacher under regular contract, the returning teacher will be placed in the surplus pool for reassignment in accordance with Section IV-0.
6. No leave will be granted which allows a teacher to continue to work part time. A teacher wishing to work less time than he or she presently works must reduce his/her individual teaching contract by seeking the approval of the Board.

7. The year leave of absence is not credited as a year of experience on the salary schedule.
8. The teacher on leave without pay may continue insurance benefits provided via this Agreement if premiums for such coverage are paid monthly in advance by the teacher to the Madison Metropolitan School District.

The Board shall continue to pay such premiums on insurance provided via this Agreement for the teacher who is drawing compensation via current and/or accumulated personal illness leave.
9. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of expiration of the temporary contract.

VI - Factors - Personal - C

C. ACCIDENT LEAVE/WORKER'S COMPENSATION

1. If a certified employee of the Board of Education becomes entitled to worker's compensation pursuant to Chapter 102 of the Wisconsin Statutes, the Board of Education continues to pay the employee's full salary during the period of disability, whether or not such period extends beyond the employee's term of employment, up to a maximum of 180 teaching days; however, such payment of full salary shall be reduced by an amount equal to the amounts paid to the employee as worker's compensation. The reduction shall be in the amount of the weekly worker's compensation disability benefits only; not payments for physician and/or hospital treatments.
2. If a worker's compensation claim is contested, the Board of Education continues to pay the employee's full salary during the period of disability up to a maximum of the number of teaching days following the date of the accident equal to the number of sick leave days then accumulated by such employee providing the employee files a written request for such payment with the Board of Education. When the contested claim is settled in favor of the employee, the provisions of the preceding paragraph are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.
3. Upon the implementation of the Sick Leave Bank (Section VII-B), benefits payable under this Section VI-C shall be funded via the Sick Leave Bank up to a maximum of 180 teaching days per participant. Such compensation shall be charged against the SLB by converting the Supplemental Workers' Compensation paid to the teacher into sick leave days as per the formula below and deducting such days from the current SLB balance.

$$\text{Sick Leave Days}^* = \frac{\text{Supplemental Workers Compensation}}{\text{Teachers Daily Salary}}$$

* Rounded up to the next whole day.

VI - Factors - Personal - D

D. MILITARY LEAVE PEACE CORPS/VISTA

1. A military leave of absence is granted to the teacher for induction into or voluntary enlistment into the armed forces by filing a request for such a leave in writing in the office of the Division of Employee Services.
2. Each approved year of military leave of absence is credited as a year of teaching experience on salary schedule.
3. The teacher retains accumulated personal illness leave but does not accumulate additional personal illness days.
4. Upon return from military leave the teacher is assigned to his/her former assignment or a position of like status providing he is qualified for said assignment.
5. The teacher must indicate his/her intention for reemployment within six months of his/her armed forces termination date; if the teacher is

hospitalized for a service-connected disability during the six-month period, he/she must indicate his/her intention for reemployment within six months of the hospitalization release date.

6. The teacher retains his right to continue insurance protection provided by insurance programs sponsored by the Board of Education, providing the teacher maintains the premiums required by such insurance.
7. The aforementioned provisions shall also apply to teachers for service in the Peace Corps or VISTA.
8. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

VI - Factors - Personal - E

E. ABSENCE REQUIRED BY PREGNANCY AND MATERNITY LEAVE

1. Pregnancy will be treated as any other temporary medical disability in accordance with the Federal Civil Rights Act of 1964, as amended, and Subchapter II, Chapter III, Wisconsin Statutes. Thus a teacher may, with her doctor's consent, teach as long as she is physically and emotionally capable of performing her professional duties. The teacher shall provide the Director of Employee Services and the principal a physician's statement as to the anticipated date of birth of the child and projected period of temporary disability. Such form, furnished by the Director of Employee Services, is entitled "Physician's Pregnancy Confirmation". Medical information will be required by the District to support a teacher's disability should the teacher's physician certify disability in excess of six (6) weeks. A teacher absent for such disability is expected to return to her professional duties when medically capable of returning. For the period the teacher is considered by her physician to be temporarily disabled due to pregnancy said teacher shall be entitled to receive, at her option, compensation and fringe benefits in accordance with the Agreement until said teacher's current and accumulated personal illness leave has been exhausted.
2. A teacher may request an unpaid leave of absence in conjunction with her pregnancy disability leave pursuant to Section VI-B.
3. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

VI - Factors - Personal - F

F. SABBATICAL LEAVE

1. The Board of Education budgets \$33,000 for sabbatical leaves for non-supervisory, certificated personnel for the purpose of advanced study and research.
2. Certificated personnel shall have served at least five consecutive years in the Madison schools in order to establish service eligibility for sabbatical leave.
3. Either one year's leave at half pay or one semester's leave at full pay may be granted.
4. The recipient of a sabbatical leave must agree by contract to return to the Madison system and render at least two full years of service following the sabbatical leave, or to repay the sabbatical leave fund amounts received as stipulated in the contract.
5. Application for sabbatical leave shall be made to the Sabbatical Leave Committee consisting of an appointee of the Board of Education, an appointee of Madison Teachers, and a third selected by the two appointees; the committee shall carefully consider the value to both the teacher and

Madison school system of the proposed study and/or research. The Committee's decision(s) as to the recipients of such leave shall be final.

6. If a recipient of a sabbatical leave receives income from employment or from scholarship aid or emolument funds from other sources during the time he or she is on sabbatical leave, the Board of Education shall reduce the sabbatical leave payments, otherwise payable, by an amount equal to such income to the extent when such income, when added to the sabbatical leave payments, exceeds the salary which the recipient would have received if he or she had signed an individual teacher's contract for full time employment.
7. The recipient will advance via yearly increments while on Sabbatical Leave.

VI - Factors - Personal - G

G. RELIGIOUS HOLIDAYS

1. The Board of Education will allow absence from work without loss in pay for the purpose of observing religious holidays providing the doctrine of the teacher's religion and the teacher's religious convictions prohibit the teacher from working on such holiday, and further provided that the teacher perform compensatory work as assigned by the Director of Employee Services, or his designee, during the school year in which the absence occurred. If the compensatory work project is not completed by the last day of the school year, a deduction at the rate of pay at the time the absence occurred shall be made from the final check to be received by the teacher.
2. The compensatory work shall be the same, or substantially similar to the work usually and customarily performed by teachers.
3. A request for absence for the purpose of observing religious holidays shall be made in writing to the Director of Employee Services at least ten (10) school days prior to the requested absence, except for religious holidays that are celebrated between the first day of school and September 15. In the event of the latter, a seven (7) school day prior notice is required.
4. An approved absence shall state the time involved in the compensatory work obligation. The Director of Employee Services shall also inform the teacher in writing of the nature of the compensatory work to be performed and the supervisor of the compensatory work project.

VI - Factors - Personal - H

H. EXCUSED AND UNEXCUSED ABSENCES

1. If school is in session, a teacher is not paid for an absence the teacher claims was caused by inclement weather.
 - a. The Superintendent may review on request circumstances and conditions involved in all such cases.
2. A teacher is to remain on the job until school officially recesses before a vacation.
 - a. A principal may excuse the teacher who has no assigned responsibilities involving the teaching or supervision of students the last hour of the school day.
3. A teacher is not paid for time away from his assigned responsibilities to officiate or judge school or other contests or meets unless such activity is part of and contributes to the school program and the teacher absence is approved by the Area Director.

VI - Factors - Personal - I

I. VISITATION DAY

1. One day per teacher contract year is granted to the teacher to observe, by visitation, good instructional practices in other schools.

- a. The teacher's request for a visitation day is submitted to the principal for approval; the principal may request a teacher to have a visitation day.
 - b. The teacher is reimbursed for visitation expenses providing the visitation day was requested by a school supervisor or administrator.
 - c. This provision does not apply to temporary contract teachers.
2. The above provision shall not apply to school nurses; however, said employees shall have time available to allow them to provide assistance to, or to observe other Health Services professionals within the District with prior approval from the nurse practitioner and building principal. Visitation outside the District may be granted by the Health Services Coordinator.

VI - Factors - Personal - J

J. PROFESSIONAL CONFERENCE

1. The Board of Education recognizes the importance of improving the professional and administrative functions of a staff member through his attendance at a professional meeting in his respective field.
2. A request for a staff member's attendance at a professional meeting may be approved by the Superintendent of Schools upon the recommendation of an appropriate administrator.
3. Expenses considered germane to attendance that may be reimbursed by the Board of Education are:
 - a. Registration
 - b. Travel
 - c. Lodging
 - d. Meals
 - e. Gratuities
 - f. Miscellaneous, as itemized
4. A staff member who requests attendance at a professional meeting in his/her field of teaching and pays his/her own expenses may be permitted to attend without loss in pay providing a suitable substitute teacher is procured.
5. A staff member who is invited on an honorarium basis to attend a professional meeting for the purpose of being a participant on the official program does so with loss of pay and without expense reimbursement.
 - a. When appearance on a program is incidental to attendance at a professional meeting in the teacher's field, the teacher pays his/her expenses but does not lose pay.

VI - Factors - Personal - K

K. STATE TEACHERS' CONVENTION

1. When the Wisconsin Education Association and the American Federation of Teachers state conventions are scheduled on different dates, the certified bargaining agent for the teachers employed by the Board of Education shall designate, subject to legal limitations, which convention is to be the official convention.
2. A teacher who does not attend the official convention shall work in his/her assigned school at professional work.
3. Psychologists, social workers, speech and language therapists, physical and occupational therapists, and counselors may, at their option, attend other appropriate professional conventions/conferences as determined by the parties to this Agreement so long as such consume no more than three days. Such, if so utilized, will be in lieu of the days set forth for attendance at the WEAC and/or SWEIO Convention(s).
4. No more than three (3) days per year are provided for convention purposes.

VI - Factors - Personal - L

L. ROYALTIES

1. Any royalties occurring from the sale to the Madison Metropolitan School District of any textbooks, published materials or other teaching equipment, written or created by a staff member, shall be refunded by such member to the Board of Education.

VI - Factors - Personal - M

M. TUTORING

1. A staff member shall not during the school year tutor for pay any student enrolled in the Madison Metropolitan School District without the written permission of the Superintendent of Schools.
2. No announcements may be made in the school by staff members who wish to tutor pupils during vacation periods.

VI - Factors - Personal - N

N. SOLICITATION OF PARENTS

1. An employee of the Madison Metropolitan School District shall not solicit for school purposes without the approval of the Board of Education.

VI - Factors - Personal - O

O. POLITICAL ACTIVITY

1. The Board of Education shall guarantee to teachers full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but teachers shall refrain from exploiting the institutional privileges of their professional positions to promote candidates or parties and activities.
2. When serving in a public office interferes with the teaching duties of a regular or title contract teacher, leaves shall be granted in accordance with Section VI-B.

VI - Factors - Personal - P

P. GIFTS

1. The acceptance of gifts of commercial value by certified or noncertified personnel from students or parents is prohibited.
 - a. Exception may be made by the Superintendent of Schools in case of bereavement, long illness, or death.

VI - Factors - Personal - Q

Q. COMMERCIAL PRODUCTS ENDORSEMENT

1. Employees of the Board of Education may appear on the TV and radio programs sponsored by taverns or firms that promote the sale of beer, liquor, or cigarettes providing the appearance is via video tape or recording and providing no endorsement of the sponsoring firm or product is stated or implied immediately prior to, during, or immediately following the appearance of the employee.

VI - Factors - Personal - R

R. OUTSIDE EMPLOYMENT

1. A member of the staff, during the period of his/her contract with the Board of Education, shall not engage in other employment or private enterprise for gain if such employment or private enterprise interferes or conflicts with the primary obligations of his contract with the Madison Metropolitan School District.

VI - Factors - Personal - S

S. TEACHER RESIDENCE

1. Although there is no ruling stipulating the residence location of a teacher, the Board of Education encourages teachers to live within the school district.

VI - Factors - Personal - T

T. MARRIED COUPLES ON STAFF

1. Husband and wife may be employed as professional staff members; however they will not be assigned to the same school unless specific permission is granted by the Area Director.
2. Husband and wife may be employed as a professional staff member and a classified employee; however, they will not be assigned to the same school unless specific permission is granted by the Area Director.

VI - Factors - Personal - U

U. AVAILABILITY OF HEALTH SERVICES

1. The Board of Education shall notify all teachers through the Staff News of all health services which the Madison Board of Health or Wisconsin State Department of Health may make available to teachers.

VI - Factors - Personal - V

V. TRANSPORTATION OF PUPILS IN PRIVATE CARS

1. Teachers shall not be required by an Administrator/Supervisor to transport pupils in any private vehicle, other than his/her private car or station wagon (i.e., vans shall not be used unless such has been inspected as a school bus and driver has a school bus driver's license).

No teacher shall be required or requested by an Administrator/Supervisor to transport pupils in his/her private car or station wagon, except under the following circumstances:

- a. his/her immediate supervisor has previously approved such transportation, in writing, and;
 - b. his/her immediate supervisor has determined that such transportation is in compliance with the requirements of the Wis. Stats., and
2. Any teacher who is authorized, in writing, to transport students per this section, shall carry insurance in the amount of:
 - a. \$100,000 bodily injury liability for one person,
 - b. \$300,000 bodily injury liability for each accident,
 - c. \$50,000 for property damage.

The Board of Education pays this difference in premium between liability coverage of \$15,000/\$30,000/\$5,000 and the above (2, a, b, c). Upon the

submission of evidence of such required amount to the Director of Business Services.

VI - Factors - Personal - W

W. PERSONNEL FILES

- A. Teachers shall have the right to see all information in their personnel folder relating to their performance during employment in the Madison Metropolitan School District upon appropriate request.
 1. Pre-employment recommendations, credentials, practice teaching or intern evaluations and medical reports are confidential and not subject to review by the teacher or his representative.
 2. No official reports or derogatory statements about a teacher's conduct, service, character, or personality shall be filed by an administrator or supervisor unless the teacher is sent a copy at the same time. The teacher shall have the right to submit a response to the report or statement. The response shall be attached and filed with the report or statement in the teacher's official personnel file.
- B. An individual or group representing a teacher shall be accorded the same opportunity to review all information in the teacher's file relating to the teacher's performance during employment in the Madison Metropolitan School District if the teacher consents in writing to the review.

VI - Factors - Personal - X

X. LEAVE FOR UNION BUSINESS

1. The District shall permit MTI representatives, upon the request of its Executive Director to the Assistant Director of Employee Services, leave not to exceed twelve (12) days per year in total.
2. MTI will reimburse the District for the cost of the substitute who replaces said teacher. Such leave shall not be deducted from the individual's personal sick leave account.

VI - Factors - Personal - Y

Y. EMPLOYEE ASSISTANCE PROGRAM

If the Madison Metropolitan School District continues to offer an Employee Assistance Program, the District shall confidentially maintain all information provided to a person representing EAP, with the only exception being potential self-harm or harm to others. The District agrees it will not use any information made available to it via the aforementioned sources in disciplinary proceedings.

VII - Insurance - A

A. GROUP LIFE INSURANCE

1. Group Life Insurance is available to teachers effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. A teacher may enroll within 31 days after becoming eligible for such coverage without having to provide evidence of insurability.
2. The Board shall contribute 35%* of the premium for basic coverage for each teacher who opts for coverage in the group life insurance program. The teacher so participating shall contribute any premium payment required in addition to the Board's contribution. Such contributions shall be made via payroll deduction.
3. The benefit structure, as currently provided shall remain in effect until modified by mutual agreement. Changes in the benefit structure and/or

carrier may be recommended by Joint MTL-BOE Committee on Insurance, at its discretion, to the parties at any time.

4. Employee and employer participation for payment of premium is required.
- * effective 3/1/87

VII - Insurance - B

B. GROUP HOSPITAL AND SURGICAL INSURANCE

1. The Wisconsin Physicians Service, Dane County Health Maintenance Program¹ (HMP), or conventional program under WPS Policy Group #1202, is available at the option of the eligible teacher.
2. Teachers new to the Madison Metropolitan School District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided they opt for such coverage on or before the first day of New Teacher Orientation. For teachers beginning employment after the first day of New Teacher Orientation, such coverage shall be available the 1st day of the month following 31 calendar days of employment.
3. Participation in the program is optional.
4. The monthly premium payment by the Board of Education for teachers participating in the programs shall be as follows for the duration of this contract:

The District shall contribute to the monthly premium cost as follows through February 1, 1987:

Single coverage: \$67.50 or 90% of the total premium,
whichever is less.

Family coverage: \$169.78 or 90% of the total premium,
whichever is less.

Effective February 1, 1987 for coverage commencing March 1, 1987, the District shall contribute to the monthly premium cost as follows:

Single coverage: \$77.00

Family coverage: \$180.00

- a. The contract will be reopened should the Federal Law mandate the inclusion of HMO(s) in addition to that already included in the contract.
5. The benefit structure of the group hospital and surgical plan shall be that announced as effective April 1, 1974, i.e. under WPS Policy Group #1202.¹
6. It is understood that any changes in benefits of the announced program requiring premium increases or any premium increased for the same program required in the future will not necessarily increase the individual or family contribution by the Board of Education.
7. The Board shall offer the teachers the option of membership in a qualified health maintenance organization which is engaged in the provision of basic and supplemental health services in the areas in which the teacher resides, all in accordance with P.L. 93-222 and such regulations as the Secretary of Labor shall prescribe thereunder. The Board shall pay the premiums up to the amount paid for the regular group hospital and surgical insurance but shall not be required to pay any more to such health maintenance organization than it is required to pay under provision VII-B-4.
8. Early retirees may continue with Group Health Insurance Program currently available through the master contract provided they pay 100% of the premiums for same directly to the insurance carrier, further provided they are over 50 years of age upon retirement, have been employed in the Madison Metropolitan School District at least ten (10) years and are an immediate annuitant of STRS.

9. The District shall continue to contribute to health insurance premiums at the above rates through the month of August for teacher(s) who are laid off at the end of the prior school year. Teacher(s) who remain on the layoff (recall) list at the commencement of the following school year may continue their group health insurance while on layoff, for the period of time required by law provided they timely pay the full monthly premium beginning in the month of September.

10. Resignations:

- a. If a teacher holding a regular contract submits a resignation with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.
- b. If a teacher holding a regular contract submits a resignation
- 1) during the school year and with an effective date after the end of the school year,
 - 2) submits a resignation effective with the conclusion of the last day of the school year,
 - 3) does not sign a contract for the next school year,

health insurance benefits continue through the end of August.

11. Teachers on Long Term Disability

After a teacher has been on long term disability for a period of three (3) consecutive months, the District will pay the Board's premium contribution as set forth in subsection 4, for a period of up to one year.

¹ Whether the name of the carrier - provider is a mandatory or permissive subject of bargaining is a question presently pending before the Fourth Circuit Court of Appeals. The parties agree that whether the naming of the carrier - provider is permissive or mandatory is now the subject of litigation. Accordingly, it is agreed that whether the names of the carriers - providers shall be in the contract and to what extent shall be determined by such final judgment.

² The parties further agree that:

- A) They will notify the Wisconsin Employment Relations Commission and Arbitrator Stanley Michelstetter that the dispute in WERC Case 155 No. 34859 Med/Arb 3241, regarding Health Maintenance Organizations, has been resolved and to request that the Commission dismiss the petition and close their file.
- B) There is a moratorium on the District from further proposing the inclusion in the Agreement of additional HMOs, except per subsection 4a, until at least the negotiations for the Agreement succeeding the 1985-87 Agreement are reopened (e.g., 1988, 1989 or 1990). Such shall be the case unless the premium with the current carrier is increased more than 5% per year in any one year. If such an increase occurs, the District may propose the inclusion of additional HMOs in the Agreement, in subsequent contract negotiations.

VII - Insurance - C

C. INCOME PROTECTION/LONG TERM DISABILITY

1. The Madison School District shall provide to teachers employed half-time or more, at no cost to the employee, long term disability income protection insurance. The commencement of disability is the date on which the attending physician certifies that the employee is medically incapable of performing the duties of his/her job.
2. Disability benefits, from all sources, shall be 75% of the eligible employee's monthly salary at the commencement of the disability, excluding any overtime, bonus, extra pay or additional remuneration of any kind. The

maximum monthly plan benefit is \$2000**. The monthly benefit shall be reduced by the amount of any Other Income Benefit to which the employee is entitled as defined on page 5 of the HMSD booklet entitled "Long Term Disability Plan" (1/1/82). The minimum monthly benefit under the plan is \$50.00.

3. Benefit payments are payable up to age 70 as required by law and as set out on page 1 of the District's booklet "Long Term Disability Plan" (1/1/82 - See Table 1). Said table shall be changed if necessary to comply with all applicable federal guidelines. (MTI's agreement to this provision is not to be construed as accepting the legality of the tables in the District's booklet.)
4. Benefits under this plan commence after 75 calendar days or 55 work days of absence, whichever is sooner. An employee is allowed the use of accumulated sick leave during this waiting period. Sick leave is not available for wage continuation while an employee is eligible for LTD benefits.
5. The method of calculating monthly benefits shall be according to the following formulas:
 - 1) First Year of Disability:
 - a) $\text{Annual Salary} \div \text{Paid Contract Days} = \text{Daily Earnings Rate}$
 - b) $\text{Daily Earnings Rate} \times 75\% = \text{Daily Benefit Rate}$
 - c) $\text{Daily Benefit Rate} \times \text{Paid Contract Days} = \text{Total Benefits During Period of Disability}$
 - 2) Disability Beyond the First Year:
 - a) $\text{Annual Salary} \div 12 = \text{Monthly Earning Rate}$
 - b) $\text{Monthly Earning Rate} \times 75\% = \text{Monthly Benefits*}$
6. Changes in the current benefit structure and/or carrier may be recommended at any time by and at the discretion of the Joint MTI-ROF Insurance Committee unless otherwise directed by the parties. Such recommended changes shall be submitted to the parties for negotiation.

* Said benefits shall be paid monthly as long as the teacher qualifies for same.

**effective 1/1/86.

VII - Insurance - D

D. MEDICARE

1. A teacher who becomes 65 years of age during his last contract year before retirement may enroll in Medicare and withdraw from the hospital-surgical (Blue Cross/Wisconsin Physicians Service)* group insurance program.
 - a. The teacher, rather than the Board of Education, makes payment for insurance coverage.
2. The equivalent of the premium that would have been paid for the teacher had the teacher remained in the hospital-surgical (Blue Cross/Wisconsin Physicians Service) group program, will be paid to the teacher who elects the Medicare Program at the end of the last contract year.

*See Footnote for Article VII-B.

VII - Insurance - E

E. TAX DEFERRED ANNUITY

Employees, upon written request to the Secretary of the Board of Education, may participate in a group tax deferred annuity program of their choice from plans authorized by the Secretary and on file in the School District's Business Services Department. New agents wishing to market tax deferred annuity programs

must apply to the Secretary for authorization to solicit employees. In order to be considered and approved, an agent must be licensed in Wisconsin and maintain an office and residence in the Madison Metropolitan Area (or be affiliated with a licensed company with an office located in the Madison Metropolitan Area). The School District reserves the right to reject any new company for which additional services are required by such company's operating procedures beyond those provided for companies already authorized. The following rules shall govern said annuity programs:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Solicitation may be made by the authorized agents in the following manner:
 - a. Authorized agents may place advertising in the publications of Madison Teachers with an application for employees to complete requesting solicitation, or Madison Teachers may place such an application in its publication.
3. A Faculty Representative of Madison Teachers may request an authorized agent to present his company's program to the faculty of the school. Employees in said school may then complete an application requesting individual presentation. Such meetings may be held only after the contracted teaching day.
4. The School District reserves the right to require a minimum total of five participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.
5. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by the Office of Payroll and Purchasing. Completed agreements will be submitted to the Secretary of the Board of Education by the authorized agents.
6. A minimum of \$10 per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of \$5.
7. The employee is responsible for computing a legally allowable maximum deposit.
8. There will be 10 deductions for teachers paid monthly on a 10-pay basis, and 12 deductions for those on a 12-pay basis. For employees paid biweekly, a deduction will be made from each paycheck with the exception of those employed on a 10-month basis. Such employees will have deductions from each check except the four biweekly payrolls during the summer. The School District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
9. Employees transferring into the Madison Metropolitan School District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.
10. New enrollments are permitted anytime during the calendar year if the proper form is filed with the Secretary of the Board of Education. Forms must be received by the School District at least twenty (20) working days prior to a payday in order for deductions to begin.
11. Internal Revenue Service regulations provide that a salary reduction agreement for a tax deferred annuity program must be for a period of at least one year except that this requirement does not apply to the first agreement that has less than one year to run. The Madison Metropolitan School District rules for making a change are as follows:
 - a. One change in a salary reduction agreement (either an increase or a decrease) is permitted each calendar year. This may be accomplished at anytime during the calendar year but the proper form must be received by the School District at least twenty (20) working days prior to a payday on which the change in deduction is to be implemented.

- b. If a tax sheltered annuity program is begun during a calendar year, no other change is permitted for the remainder of that year. Also, for a program starting on January 1, no other change may be made for the remainder of that year.
 - c. For employees who have been in a tax deferred annuity program for at least one calendar year (or a partial calendar year following first enrollment), one and only one change is permitted from January 1 through December 1. For example, a participant could make a change effective in October each calendar year with no other changes permitted. Another might choose to make a change in January each year.
 - d. A salary reduction agreement may be stopped during a calendar year at anytime if the proper form is submitted to the School District at least twenty (20) working days prior to a payday on which the deduction is to be stopped. A new agreement may be started in a subsequent calendar year.
12. Employees eligible to participate in the State Teachers Retirement System may participate in the Teachers Retirement tax deferred annuity program in addition to one tax deferred private company annuity program if they so desire. If two programs are selected, the salary reduction agreements for both programs must be combined to determine if the total is within the legally allowable maximum deposit. (Those not eligible for participation in the State Teachers Retirement System may participate in only one tax deferred annuity program approved by the Secretary of the Board of Education.)

VII - Insurance - F

F. DENTAL INSURANCE

The District shall sponsor the following Dental Insurance Plan with the following benefits:

1. General Provisions

- a. Eligibility and Coverage: Current teachers and their dependents who are eligible and who are covered by the group health insurance program, including teachers opting for GHC, are eligible and are covered by this dental insurance program. Teachers employed after the effective date of this plan shall become eligible to participate after one full year of employment. Employees hired after October 15, 1983 must complete the dental education program to be eligible for the dental insurance program. Those employees with family health insurance coverage may elect family or single dental insurance coverage. Those employees with single health insurance coverage may elect only single dental insurance coverage.
- b. Leave of Absence, Layoff and Retirement: Teachers on leave of absence or layoff, or who retire, may continue their coverage under this dental insurance program on the same basis as they would continue their health insurance coverage while on leave of absence, layoff, or upon retirement.
- c. Termination of Coverage: When a teacher's coverage under the group health insurance program terminates, so shall his/her coverage under this dental insurance program terminate.
- d. Prevention: A teacher participant of this plan must use the preventive benefits at least annually before the other benefits provided hereunder may be utilized for each benefit year.

2. Benefit Structure

- a. Maximums: \$1,000 per person per year
 - Orthodontia: \$1,500 lifetime per person with Dental Education Program participation; \$750 without.
 - Preventative: Twice per year

- b. Deductible: Preventative \$0
Base Benefits \$25.00 (3 deductible max./family)
Prosthetics \$25.00 (3 deductible max./family)
Orthodontia \$75.00 with Dental Education Program,
\$150.00 without.
- c. Co-Insurance: Preventative 100% UCR
Base Benefits 50% UCR
Prosthetics 50% UCR
Orthodontia 65% UCR with Dental Education Program,
50% without.

d. Description of Benefits:

- 1) Preventative: X-Ray
Cleaning
Fluoride Treatments
Examinations
- 2) Base: Prophylaxis Periodontics
Extractions Root Canal Therapy
Fillings Denture Repair
Inlays Crown Restoration
Oral Surgery
- 3) Prosthetics: Complete or partial dentures
Fixed and removable bridgework
Denture and Relining and Rebasins
- 4) Orthodontia: All procedures

e. Exclusions: No benefit will be provided for dental services if:

- 1) Covered by Worker's Compensation or similar legislation, regardless of whether the participant elects to claim its benefits.
- 2) Furnished by the United States Veterans Administration, any federal or state agency, or any local political subdivision, when the participant or his property is not liable for their costs.
- 3) Required because of an injury, sickness or disease caused by atomic or thermonuclear explosion, or radiation resulting therefrom, or any type of military action whether friendly or hostile.
- 4) Performed for cosmetic purposes.
- 5) Performed either before the effective date or after the termination date of the participant's coverage under this contract.
- 6) For replacement of lost or stolen dentures or other prosthetic devices.
- 7) For dentures unless the participant has been insured for twelve (12) consecutive months under this plan.
- f. Coordination of Benefits: If a participant in this program is also covered under another policy, whether it be with this carrier or another insurance company, payment for a service will be proportionate to that available under other coverage. If payment made under this program is prorated, a refund will be made on the portion of the premium which applies to the portion of the benefit not paid under this program.

3. Employer Premium

The District shall contribute:

- a. For single coverage: 75% of the monthly premium cost.
- b. For family coverage: 75% of the monthly premium cost for each eligible participant.

In addition, the District shall pay the full cost of the Dental Education Program.

Should the premium be increased for the premium to be paid in October, 1984 (for November, 1984), and/or thereafter, the Board's contribution will be reopened for negotiation with final offer resolution available pursuant to Wis. Stat. 111.70 with negotiations on this issue to commence on September 1, 1984.

VII - Insurance - G

G. INCOME CONTINUATION PLAN

1. Definitions:

- a. Long Term Disability, hereinafter referred to as LTD, is an income protection insurance program provided under this Agreement.
- b. Disability, as reported by a physician and defined by the LTD Insurance Contract.
- c. Sick Leave, shall mean earned personal illness leave. The sick leave days remaining at the end of any school year shall be known as "earned" and "accumulated" sick leave. Same shall be accumulated in accordance with Section VI-A, except as modified by this Section VII-G.
- d. Personal Sick Leave Account, hereinafter referred to as PSLSA, is an individual teacher's accumulation of sick leave days which may be used for any disability up to a maximum of fifty-five (55) sick days or for any reason(s) as authorized by this Agreement, except as herein modified.
- e. Sick Leave Bank, hereinafter referred to as SLB, is defined as a reserve of sick leave days, beyond any individual accumulations, which is deposited by teachers for use by any eligible teacher as defined herein, during periods of extended disabilities.
- f. Retirement Insurance Account, hereinafter referred to as RIA, is an account established from unused sick leave days for the sole purpose of providing health and life insurance coverage as provided by this Agreement, at no cost to the retiring teacher and his/her eligible dependents.

2. Sick Leave Bank

- a. Eligibility: Teachers will participate in the SLB after their first year of employment with the Madison Metropolitan School District.* Teachers who are returning to teaching in the Madison Metropolitan School District after a termination will participate in the SLB beginning in their first year after returning to the Madison Metropolitan School District. Participation in the SLB is mandatory for all eligible teachers.

*Sick leave deposits made by part-time teachers shall be on a prorata basis. However, such deposits shall be accounted for in the SLB on a full-term basis. Teachers on approved leave shall not be assessed sick leave for deposits in the SLB.

- b. Balance: The minimum SLB balance for the first year of operation shall be established by the rules governing initial deposits into the SLB as described herein. The maximum SLB balance shall be equal to seven (7) days per eligible teacher for any year in which the SLB is in operation.
- c. Deposits:
 1. Three (3) sick leave days per eligible teachers, as defined above, shall be deposited in the SLB upon the establishment of said bank. Annually thereafter, on September 1, one (1) sick leave day per eligible teacher shall be deposited in the SLB until the maximum SLB balance as defined above is reached. Such

deposits cease when said balance is reached to the nearest one year deposit. When the SLB drops below the minimum balance as defined above, one (1) sick leave day per eligible teacher shall be deposited into the SLB.

2. The above-mentioned deposits shall be made from each eligible teacher's "accumulated" and "earned" sick leave days. Sick leave days which are deposited in a manner set forth above are nonrefundable. Upon death or resignation of a teacher, twenty-five (25) percent of said teacher's unused PSLA and Retirement Insurance (RIA) shall be deposited in the SLB.

d. Withdrawals:

1. Eligible teachers may request the use of sick leave days from the SLB for any medically approved disability as defined herein for which the teacher is expected to be off work for more than eleven* (11) consecutive work days. Before receiving sick leave day(s) from the SLB, however, such teachers must first have exhausted their individual PSLA or utilized fifty-five (55) days of sick leave from the PSLA, whichever comes first. Requests for use of sick leave from the SLB shall be made in writing by the teacher when capable and/or his/her representative to the Benefits Manager of the Madison Metropolitan School District and shall be accompanied by said teacher's doctor report identifying the teacher's disability and the anticipated length of such disability. Withdrawals shall not exceed forty-four (44) consecutive work days.

*The change from 15 to 11 days is effective 1/1/86.

2. The Benefits Manager of the Madison Metropolitan School District shall notify the teacher on a timely basis if his/her SLB withdrawal request has been approved or disapproved.

- e. Appeal Procedure: A SLB withdrawal request which is denied by the Benefits Manager may be appealed to the Superintendent of Schools by the teacher so denied or if the teacher desires, by MTI on behalf of said teacher. Should the Superintendent sustain the action of the Benefits Manager by denying said appeal, MTI may appeal such denial as per the grievance procedure contained in this Agreement, Section II-B.

f. Notification and Reporting:

1. A copy of any denial by the Benefits Manager or the Superintendent as described above shall be sent by the Benefits Manager to the teacher so denied and to the Executive Director of Madison Teachers Incorporated at the time of such denial.
2. By July 1 of each year, the Benefits Manager of the Madison Metropolitan School District shall send to the Executive Director of Madison Teachers Incorporated a report showing PSLA, SLB usages and balances for the operating year.

- g. The Employee Services Department shall administer the SLB per the terms set forth herein.

3. Personal Sick Leave Account - Accumulation

- a. A teacher may accumulate a maximum of seventy (70) days in his/her PSLA. Such accumulation shall be according to the procedures contained in this Agreement except as herein modified.
- b. If, in any school year a teacher uses more personal illness leave days than are earned, such days used shall be deducted from his/her PSLA, in addition to days used in making required deposits into the SLB pursuant to this Section VII-G. If the teacher's PSLA is exhausted, the teacher may withdraw sick leave days from the SLB in accordance with the procedures set forth herein.

4. Retirement Insurance Account

- a. Balance: Sick leave days which are not deposited in either the SLB or in a teacher's PSLA and which are in excess of maximums established for same shall be deposited, up to a maximum of one-hundred twenty (120) days, in the teacher's RIA. Immediately upon retirement, 25% of the teacher's PSLA balance will be transferred to his/her RIA to a maximum of 120 days. All such sick leave days in the teacher's RIA shall then be converted into a dollar amount based upon the teacher's daily rate at the time of his/her retirement. Seventy-five (75) percent of said amount shall be applied to future premium payments commencing at the time of retirement for health and/or life insurance coverage in effect at the time of the teacher's retirement. Such premiums will be paid up to the last month in which the full premiums can be paid with the teacher's RIA balance, realizing that the total number of such months may be reduced as a result of an increase in premium rates. In the event a new health insurance program is established for teachers employed by the Madison Metropolitan School District, retired teachers shall be eligible to participate in same with their premiums being paid from their RIA.
- b. Eligibility: Teachers who retire after reaching age 55 and who have 10 years of service in the Madison Metropolitan School District are eligible to use their RIA.

5. Implementation of SLB/PSLA/RIA

- a. Establishment of the SLB, PSLA and RIA shall be created for eligible teachers from accumulated sick leave. Each eligible teacher, as described in 2a above shall contribute three (3) days of earned sick leave to establish the SLB. Seventy percent (70%) of the next 100 days, i.e., up to a maximum of 70 days, rounded up to the next whole day, shall be deposited in each eligible teacher's PSLA. The remaining sick leave days, if any, up to a maximum of 120 days, shall be deposited in each eligible teacher's individual RIA. Effective with the 1986-87 school year, the division of such days between the person's PSLA and his/her RIA shall be of the remaining days of current sick leave, at the conclusion of the school year.
6. Teachers who are returning to the Madison Metropolitan School District within three (3) months of a termination shall have all of their accumulated personal illness leave and accounts reinstated.
7. This provision does not apply to temporary contract teachers.

VIII - Other Board and MTI Agreements - A

A. READING DEVELOPMENT COURSE

1. All Madison teachers in the employ of the District as of January 1, 1977 shall submit, by January 1, 1979, their college credit transcript as evidence of completion of a three (3) credit course in reading development. The course may, at the option of the individual, be taken via Professional Advancement Credit.
2. Such individuals hired after January 1, 1977 shall submit, within two (2) years from their date of hire, their college transcript as evidence of completion of a three (3) credit course in reading development. Such course may, at the option of the individual, be taken via Professional Advancement Credit.
3. Failure to comply with the above, shall result in the individual's salary level being frozen until such time that the requirement is met (per III-G-19).
4. This course shall be 3 inservice credits and shall be provided as an inservice course at no charge by the Board of Education. These 3 inservice credits may be used in lieu of academic credits. Unless these academic credits are accepted by a college or university towards a master's degree or Ph.D. (or Ed.D.) they will not count on Track 4 or 8. Such credits may be banked for use either vertically or horizontally on the salary schedule, at the option of the teacher.
5. This provision does not apply to school nurses.

VIII - Other Board and MTI Agreements - B

B. HUMAN RELATIONS COURSE

1. All teachers in the employ of the District as of January 1, 1977 shall submit, by January 1, 1980, their college credit transcript as evidence of completion of a three (3) credit, two (2) credit or a one (1) credit course in human relations. The individual may select the number of credits for which the course is taken. Such requirement may be satisfied via Professional Advancement Credit as follows:

A thirty (30) hour course of instruction will be offered teachers for three (3) inservice credits. Such credit may be banked vertically for use in crossing the next improvement level; however they will be consumed in crossing the succeeding improvement level.

The course shall consist of three tiers:

- a. 10 hours for 1 credit (required of all teachers).
 - b. 20 hours for 2 credits (optional for all teachers).
 - c. 30 hours for 3 credits (optional for all teachers).
2. Such individuals hired after January 1, 1977 shall submit within three (3) years from their date of hire, their college transcript as evidence of completion of said course. Such may, at the option of the individual, be taken in the District via Professional Advancement Credit per the above.
 3. Failure to comply with the above shall result in the individual's salary level being frozen until such time that the requirement is met (per III-G-19).
 4. Teachers utilized as course instructors shall be paid at the rate of \$10.00 per hour.

VIII - Other Board and MTI Agreements - C

C. CONTRACT PRINTING

1. The Master Contract shall be printed and distributed to all teachers at the expense of the Board of Education.

VIII - Other Board and MTI Agreements - D

D. ADOPTION OF BOARD POLICIES

1. All policies of the Board of Education affecting teachers' wages, hours and conditions of employment shall remain in effect unless changed by mutual agreement by the Board of Education and Madison Teachers. This agreement shall be binding on each of the parties for the period October 16, 1985 to October 15, 1987, the duration of this Collective Bargaining Agreement.

VIII - Other Board and MTI Agreements - E

E. EXPENSE OF TRANSCRIPTS

1. If a transcript of hearing is desired the party so desiring will bear the cost. If mutually agreed between the parties, or if the other party desires a copy the cost shall be shared.

VIII - Other Board and MTI Agreements - F

F. WORKSTOPPAGE

The Board of Education and MTI subscribe to the principle that differences of opinion between the parties should be resolved by the peaceful means available without interruption of the school program.

Therefore, MTI agrees that there will not be any strikes, workstoppages or slow-downs during the life of this Agreement, i.e., for the period commencing October 16, 1985 and ending October 15, 1987. Upon the notification of the President and Executive Director of MTI by the President of the Board of Education of the Madison Metropolitan School District of any unauthorized concerted activity, as noted above, MTI shall notify those in the collective bargaining unit that it does not endorse such activity. Having given such notification, MTI shall be freed of all liability in relation thereto.

The Board of Education agrees that it will not lock-out collective bargaining unit members during the period specified above.

VIII - Other Board and MTI Agreements - C

G. SEVERABILITY CLAUSE

1. If the preceding Agreement is declared void by a court in whole or in part, then, to that extent, the Agreement shall be void, but to no greater extent than so declared.

THIS AGREEMENT SHALL BE BINDING ON THE PARTIES TO THIS AGREEMENT.

BOARD OF EDUCATION OF THE MADISON
METROPOLITAN SCHOOL DISTRICT

By: Kurama S. Satter President

Attest: [Signature] Secretary

Date Signed: February 27, 1986

Date Approved: December 2, 1985

MADISON TEACHERS INCORPORATED

By: [Signature] President

Attest: [Signature] Executive Director

Date Signed: Feb. 25, 1986

Date Approved: Nov. 25, 1985

ADDENDUM A

RE: Alternative High Schools: Malcolm Shabazz/City High School

RECOGNITION: This is an addendum to the "Teacher" Collective Bargaining Agreement, October 16, 1985 - October 15, 1987. This addendum sets forth the additions, exclusions and amendments to that Agreement as it affects the positions of those employed as paraprofessionals and/or teaching assistants at Shabazz and City High School.

The term "employee", "paraprofessionals" and/or "teaching assistants" as used herein shall refer to all staff employed at Shabazz and City High School, excluding regularly contracted "teachers" and supervisors as defined in Wisconsin Statute 111.70.

TERMS

- I. **GENERAL:** The terms set forth below shall apply solely to the operation of Shabazz and City High School and shall establish no precedent.

Except as noted hereafter, the terms and conditions of the "Teacher" Collective Bargaining Agreement shall apply to paraprofessionals and/or teaching assistants. The word "teacher" and "employee" or similar designation in the Agreement shall mean "paraprofessionals" and/or "teaching assistants" when such contract provision is being applied to such an employee.

II. COLLECTIVE BARGAINING AGREEMENT MODIFIED AS IT APPLIES TO SHABAZZ AND CITY HIGH SCHOOL

1. Sections I-B-3, paragraph a, of the Agreement shall not apply to the operation of Shabazz and City High School.
2. Sections III-A, B, C, D, F, G, H, I and VII-G of the Agreement shall not apply to those employed in the positions covered by this Addendum.
3. Sections IV-E, F, O shall apply to those employed in the positions covered by this Addendum; however, the terms set forth in Section IV-E, F, O shall apply only within the category of "paraprofessionals" and/or "teaching assistants" and only within the schools designated above for said employees. Seniority shall be as of the employee's original date of hire.
4. Sections IV-I, J, N shall apply in procedure only to the employees governed by this Addendum; i.e., it is agreed that the Board and the employees shall not be governed by Wisconsin Statute 118.22 for the employees governed by this Addendum, but the procedure set forth in the Agreement shall apply for "nonrenewal" and/or "dismissal" as though a contract did exist between the Board and the employee.
5. Sections IV-Q and S shall not apply to those governed by this Addendum.
6. The employees governed by this Addendum shall be salaried on an hourly basis under the 1985-87 Collective Bargaining Agreement, as follows:

	Index (100 = .0007 x Teacher Base)	1985-86	1986-87
Level 1 (1st year of service)	100 - \$1.50	\$10.26	\$11.03
Level 2 (2nd year of service)	100 - \$.50	11.26	12.03
Level 3 (3rd year of service)	100	11.76	12.53
Level 4 (4th year of service)	105	12.35	13.16
Level 5 (5th year of service)	110	12.94	13.78
Level 6 (6th year of service)	115	13.52	14.41
Level 7 (7th year of service)	120	14.11	15.04
Level 8 (8th year of service)	125	14.70	15.66
Level 9 (9th year of service)	130	15.29	16.29
Level 10 (10th year of service)	135	15.88	16.92
Level 11 (11th year of service)	140	16.46	17.54
Level 12 (12th year of service)	145	17.05	18.17
Level 13 (13th year of service)	150	17.64	18.80
Level 14 (14th year of service)	155	18.23	19.42
Level 15 (15th year of service)	160	18.82	20.05

- a. The salary of the said employees is determined on the above scale with said individual placed at level one when hired. Said individual shall advance annually to the next level. The above amounts shall be revised proportionally to reflect modification of the Base Salary, Section III-A of the Collective Bargaining Agreement.

- b. Said employees shall be compensated biweekly.

It is further agreed that the above shall apply only to those individuals employed as "paraprofessionals" and/or "teaching assistants". The teachers employed and assigned to the above noted schools shall be governed in accordance with the "Teachers" Collective Bargaining Agreement.

The duration of this Addendum shall coincide with the duration of the "Teachers" Collective Bargaining Agreement.

ADDENDUM B

RE: Group 1 Therapy Assistants
Group 2 Interpreters/Braillists
Group 3 Science Materials
Specialists

RECOGNITION: This is an addendum to the "Teachers" Collective Bargaining Agreement, October 16, 1985 - October 15, 1987.

This addendum sets forth the additions, exclusions and amendments to that agreement as it affects the positions of those employed as Therapy Assistants, Interpreters and/or Science Materials Specialists.

TERMS

1. Addendum A of the Teachers' Collective Bargaining Agreement, which sets forth the wages, hours, and working conditions for "paraprofessionals and/or teaching assistants" at the Alternative High School, shall be amended so as to include said employees, based on the following terms and conditions:
 - a. Except as noted hereafter, the terms and conditions of the Teachers' Collective Bargaining Agreement shall apply to the employees identified in Groups 1, 2, and 3 above. The word "teacher" and "employee" or similar designation in the Agreement shall mean "Therapy Assistants", "Interpreters", or "Science Materials Specialists" when such contract provision is being applied to such an employee.
 - 1) Section I-B-3, paragraph a, of the Agreement shall not apply to the employees identified in Groups 1, 2 and 3.
 - 2) Sections III-A, B, C, D, F, G, H, I and VII-G of the Agreement shall not apply to those employed in positions covered by this Addendum.
 - 3) Sections IV-E, F, O shall apply to those employed in the positions covered by this Addendum; however, the terms set forth in Section IV-E, F, and O shall apply solely within each group as herein defined. The seniority date, of the employees governed by this Addendum, shall be that which is on record with the District as of August 13, 1980.
 - 4) Section IV-I, J and N shall apply in procedure only to the employees governed by this Addendum; i.e., it is agreed that the Board and the employees shall not be governed by Wisconsin Statute 118.22 for the employees governed by this Addendum, but the procedure set forth in the Agreement shall apply for "nonrenewal" and/or "dismissal" as though a contract did exist between the Board and the employee.
 - 5) Section IV-Q and S shall not apply to those governed by this Addendum.
 - 6) Section V-J shall not apply to those governed by this Addendum. Work Schedules (hours) shall be determined by the Employer.
 - 7) Section V-L shall not apply, except that the Employer agrees to schedule work (hours) only on the calendar days set forth in the school calendar(s) that are found in said Section V-L, except as may be needed for summer school programs and the three paid holidays: Labor Day, Thanksgiving and Memorial Day.
 - 8) Salaries
- The employees governed by this Addendum shall be salaried on an hourly basis under the 1985-87 Collective Bargaining Agreement as follows:

<u>Step</u>		<u>Index</u>	<u>1985-86</u>	<u>1986-87</u>
1	1st year of employment	100	* 9.26	*10.03
2	2nd year of employment	108	10.00	10.83
3	3rd year of employment	113	10.46	11.33
4	4th year of employment	118	10.93	11.84
5	5th year of employment	123	11.39	12.34
6	6th year of employment	128	11.85	12.84
7	7th year of employment	133	12.32	13.34
8	8th year of employment	138	12.78	13.84
9	9th year of employment	143	13.24	14.34
10	10th year of employment	148	13.70	14.84
11	11th year of employment	153	14.17	15.35
12	12th year of employment	158	14.63	15.85

*Hourly rate based on X - (.0007 X Teacher Base - \$2.50)

- a) The salary of the said employees is determined on the above scale with said individual placed at Level one when hired. Said individual shall advance annually to the next level. The above amounts shall be revised proportionally to reflect modification of the Base Salary, Section III-A of the Collective Bargaining Agreement.
 - b) Said employees shall be compensated biweekly.
2. The duration of this Addendum shall coincide with the duration of the Teachers' Collective Bargaining Agreement.

ADDENDUM C

RE: Other Related Professionals

This is an addendum to the "Teachers'" Collective Bargaining Agreement, October 16, 1985 - October 15, 1987. This addendum consists of additions, exclusions and amendments to that Agreement as it affects the "Other Related Professional Employees" positions of cataloger, educational reference librarian, text librarian, project assistant, principal investigator, researcher and photographer technician.

Collective Bargaining Unit Work Assignment

The duties and responsibilities of cataloger, educational reference librarian, and text librarian, as set forth in the WERC Memorandum Accompanying Order Clarifying Bargaining Unit and Amending Certification, dated April 4, 1977, and the duties and responsibilities of project assistants, principal investigators, researchers and photographer technician, as set forth in the WERC Memorandum Accompanying Order Clarifying Bargaining Unit and Amending Certification, dated August 31, 1978, shall be performed by such "teachers".

I. Provisions Applicable

II. Provisions Not Applicable

III. The following provisions apply to Other Related Professionals:

A. Duration

B. Salary

1. Paydate
2. Salary
3. Salary Increment Increases
4. Longevity Pay

C. Factors Relating to Employment - Assignment

1. Assignment, Reassignment and Transfer
2. Discipline, Suspension, Discharge
3. Employment Period
4. Probationary Period
5. Evaluation During Probation
6. Evaluation of Nonprobation
7. Hours of Work
8. Job Posting
9. Performance of Bargaining Unit Work During Absences
10. Reduction in Staff

D. Factors Relating to Employment - Personal

1. Absence Allowance
2. Absence Required by Pregnancy and Maternity Leave
3. Educational Release Time
4. Holidays
5. Leave of Absence Without Pay
6. Snow Days or Emergency Situations
7. State Teachers' Convention
8. Vacation

I. Provisions of the above "Teachers'" Collective Bargaining Agreement applicable to the Other Related Professional Employees.

- | | |
|-------|---|
| I-A | MANAGEMENT RIGHTS CLAUSE |
| II-A | CONFERENCE AND NEGOTIATION (except 2 g and 2 h) |
| II-B | GRIEVANCE PROCEDURE |
| III-E | PAYROLL DEDUCTIONS |

III-L	EXTRA DUTY COMPENSATION SCHEDULE (except 7)
III-M	DIPLOMA COMPLETION PROGRAM
III-N	EXPERIMENTAL PROGRAMS
III-O	TRAVEL REIMBURSEMENT
IV-C	NONDISCRIMINATION
IV-D	PHYSICAL EXAMINATION
IV-K	RESIGNATION
IV-P	RETIREMENT
IV-R	INTERN TEACHER, STUDENT TEACHER, AND STUDENT RESIDENT
IV-U	REPRESENTATION
V-A	CONTROVERSIAL ISSUES
V-B	FIELD TRIPS, EXTRACURRICULAR ACTIVITIES, TRANSPORTATION
V-F	STUDENT DISCIPLINE
V-G	TEACHER MAILBOX
V-H	SOLICITATION OF TEACHERS
VI-C	ACCIDENT LEAVE/WORKER'S COMPENSATION
VI-D	MILITARY LEAVE
VI-F	SABBATICAL LEAVE
VI-G	RELIGIOUS HOLIDAYS
VI-J	PROFESSIONAL CONFERENCE
VI-L	ROYALTIES
VI-M	TUTORING
VI-N	SOLICITATION OF PARENTS
VI-O	POLITICAL ACTIVITY
VI-P	GIFTS
VI-Q	COMMERCIAL PRODUCTS ENDORSEMENT
VI-R	OUTSIDE EMPLOYMENT
VI-S	TEACHER RESIDENCE
VI-T	MARRIED COUPLES ON STAFF
VI-U	AVAILABILITY OF HEALTH SERVICES
VI-V	TRANSPORTATION OF PUPILS IN PRIVATE CARS
VI-W	PERSONNEL FILES
VII-A	GROUP LIFE INSURANCE
VII-B	GROUP HOSPITAL AND SURGICAL INSURANCE
VII-C	INCOME PROTECTION/LONG TERM DISABILITY
VII-D	MEDICARE
VII-E	TAX DEFERRED ANNUITY
VII-F	DENTAL INSURANCE
VII-G	INCOME CONTINUATION PLAN
VIII-A	READING DEVELOPMENT COURSE
VIII-B	HUMAN RELATIONS COURSE
VIII-C	CONTRACT PRINTING
VIII-D	ADOPTION OF BOARD POLICIES
VIII-E	EXPENSE OF TRANSCRIPTS
VIII-F	WORKSTOPPAGE
VIII-G	SEVERABILITY CLAUSE

II. Provisions of the above "Teachers'" Collective Bargaining Agreement not applicable to the Other Related Professional Employees.

II-A	CONFERENCE AND NEGOTIATION (2 g and 2 h only)
III-I	EXTENDED EMPLOYMENT SCHEDULE
III-J	COMPENSATION BEYOND REGULAR SCHOOL YEAR OR REGULAR ASSIGNMENT
III-K	LEARNING COORDINATOR-DEPARTMENT CHAIRPERSON-UNIT LEADER-PROGRAM SUPPORT TEACHER
III-L	EXTRA DUTY COMPENSATION SCHEDULE (#7 only)
III-P	INVENTORY, MAINTENANCE, REPAIR
IV-A	NOTICE OF NEW HIRES
IV-G	PROBATIONARY PERIOD
IV-H	TEACHER EVALUATION
IV-I	PROCEDURE FOR CONSIDERING THE NONRENEWAL OF THE CONTRACT OF A PROBATIONARY TEACHER
IV-J	NONRENEWAL OF NONPROBATIONARY TEACHER
IV-L	SUSPENSION
IV-M	SUSPENSION WITHOUT PAY
IV-N	DISMISSAL OF TEACHER DURING CONTRACT YEAR
IV-Q	INDIVIDUAL TEACHER CONTRACT
IV-Q-1	TEMPORARY CONTRACT
IV-S	TEACHERS ON PART-TIME CONTRACTS
IV-T	ASSUMPTION OF OTHER DUTY
V-C	CLASS SIZE
V-D	TEXTBOOK ADOPTION

V-E	SUPERVISION OF ELEMENTARY PLAYGROUNDS
V-I	CLASS COVERING
V-J	HOURS OF SCHOOL
V-M	PARENT-TEACHER CONFERENCE
V-N	SPECIAL TEACHERS IN KINDERGARTEN
V-O	EMERGENCY SITUATION
V-P	PLANNING TIME
VI-I	VISITATION DAY
VII-G	INCOME CONTINUATION PLAN

III. The following provisions apply to Other Related Professional Employees:

A. Duration

1. This Addendum to the Teachers' Collective Bargaining Agreement shall become effective for the positions of cataloger, educational reference librarian, and text librarian as of July 1, 1977 and shall run concurrent with said Agreement.
2. This Addendum to the Teachers' Collective Bargaining Agreement shall become effective for the positions of project assistant, principal investigator, researcher and photographer technician as of September 7, 1978 and shall run concurrent with said Agreement.

B. Salary

1. Paydate

- a. Cataloger, Educational Reference Librarian, Text Librarian, Photographer Technician, Project Assistant, Principal Investigator, and Researcher.
 - 1) The first day of each calendar month shall be designated as the paydate for all other related professional employees subject to the following conditions:
 - a) When the first day of the month is a Saturday or Sunday, the paydate shall be the following Monday. In no case will a paycheck be dated prior to the first day of a month.
 - b) If the paydate falls during an employee's scheduled vacation time, his/her check will be mailed to the current address on file to arrive approximately on the scheduled paydate.

2. Salary

Other Related Professionals shall be compensated under the terms of the salary schedule set forth below. Initial placement shall be determined by the Director of Employee Services in a manner reflecting the applicant's experience and qualifications.

Said schedule shall not be construed so as to prevent the employer from creating new position(s). The Union shall receive notice of the creation of any new "Other Related Professional" position, at the time of its creation. Placement of such new position(s) on the following schedule or a new schedule shall be by mutual agreement between MTI and the District. Failing to reach mutual agreement, the parties shall resolve the matter through arbitration.

- a. The Base(s) of the Salary Schedule shall be adjusted by the same percentage increase made in the Teachers' Collective Bargaining Agreement, Track 1, Level 1, and shall become effective on the same date(s).
- b. Any increase in compensation negotiated for the successor agreement shall be effective with the first day of the

1987-88 school year pursuant to Section II-A-2(b)(2) of the Teachers' Collective Bargaining Agreement.

- c. In addition, the Board of Education shall deposit with the Wisconsin State Teachers' Retirement System or to the Wisconsin Retirement Fund (in whichever the employee qualified) an amount equal to 5% of the total salary of the employee for the periods covered by this Addendum. Such payments by the Board of Education shall be made in lieu of the required salary deduction in accordance with the Wis. Stats.

Salary Schedule
1985-86

	<u>Base</u>	<u>3%</u>	<u>6%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>
Min.	22794	23478	24162	24618	24845	25073	25301
1	23731	24443	25155	25629	25867	26104	26341
2	24822	25567	26311	26808	27056	27304	27552
3	25893	26670	27447	27964	28223	28482	28741
Max.	27053	27865	28676	29217	29488	29758	30029

Salary Schedule
1986-87

	<u>Base</u>	<u>3%</u>	<u>6%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>
Min.	24276	25004	25733	26218	26461	26704	26646
1	25274	26032	26790	27296	27549	27801	28054
2	26435	27228	28021	28550	28814	29079	29343
3	27576	28403	29231	29782	30058	30334	30609
Max.	28811	29675	30540	31116	31404	31692	31980

3. Salary Increment Increases

- a. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed and shall be advanced one step annually thereafter until they reach the maximum step of the pay range.
- b. Employees who are promoted shall be advanced not less than one step upon promotion, but not less than to the minimum step of the range of their new classification. Employees shall be advanced one step in the pay range effective with the start of the pay period in which the six months is completed and shall be advanced one step annually thereafter until they reach the maximum step of the pay range.
- c. Employees who transfer to another position or job title shall receive salary increment increases as though no transfer had been made.

4. Longevity Pay

- a. Employees covered by this Agreement shall receive longevity pay as hereinafter provided:
- 1) Continuous service will include all time during which an employee is actively at work or on the payroll, or may be off work due to a compensable injury or sickness covered by provisions of the Worker's Compensation Act.

- 2) The longevity percentage payments, calculated to the nearest dollar shall be:

At beginning of 49th month - 3% increase over base salary.
At beginning of 109th month - 6% increase over base salary.
At beginning of 157th month - 8% increase over base salary.
At beginning of 181st month - 9% increase over base salary.
At beginning of 205th month - 10% increase over base salary.
At beginning of 229th month - 11% increase over base salary.

- b. Longevity pay shall be added to an employee's base pay and shall be considered as part of base pay.
- c. Longevity payments shall be effective with the start of the pay period in which completion of required length of service is achieved.

C. Factors Relating to Employment - Assignment

1. Assignment, Reassignment and Transfer

An other related professional employee may be reassigned (involuntarily transferred) to another other related professional position for good cause.

Other related professionals may seek transfers by making application for such transfer to the Director of Employee Services, in writing, before the date when transfer requests are due. Vacant other related professional positions shall be filled when practical, by the voluntary transfer of employees as determined by the Employer.

2. Discipline, Suspension, Discharge

- a. Employees shall not be disciplined, suspended with or without pay, and/or discharged without good cause.
- b. A suspension shall not exceed ten (10) working days, except as provided in "e" below.
- c. Written notice of discipline, suspension, and/or discharge and the reasons therefore, shall be provided in writing to the employee, at the time of such action, with a timely copy provided by the employer to the Executive Director of MTI.
- d. Madison Teachers, on behalf of the disciplined employee may appeal such action within ten (10) working days after receiving a copy of the written notice per "c" above by filing a grievance at Step III of the grievance/arbitration procedure.
- e. If the grievance is submitted to arbitration the arbitrator may fashion a remedy without regard to the suspension time limit set forth in "b" above. The parties in attempting to resolve the grievance, may also by mutual agreement, extend such time limitation.

3. Employment Period

Other Related Professional Employees who are full time are employed on a 52-week basis inclusive of 20 days vacation and 9.5 holidays.

4. Probationary Period

Newly hired Other Related Professional Employees shall be on probation for up to the first twelve (12) months of employment and shall during that period, have all the rights provided in this Agreement except the right to appeal a suspension or discharge per III. C. However, the Employer shall provide to any suspended or terminated probationary employee, and the Executive Director of MTI, a statement setting forth the cause for such action. A probationary period may be extended by mutual agreement of MTI

and the Employer. Any employee who is retained in a position covered by this Agreement beyond twelve (12) months, unless extended per above, shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status.

5. Evaluation:

a. Evaluation of Employee During Probational Period.

Probationary employees shall be evaluated, in writing, by the employer prior to the completion of the employee's probationary period. All monitoring or observation of the performance of the employee shall be conducted openly and with the full knowledge of the employee. The evaluator shall thereafter, within five (5) working days review the evaluation with the employee and provide him/her with a copy of the completed instrument.

b. Evaluation of Nonprobationary Employees

Employees who have achieved nonprobationary status shall be evaluated at least annually by the Employer. All monitoring or observations of the performance of the employee shall be conducted openly and with full knowledge of the employee. Thereafter, within five (5) working days, the evaluator will review the evaluation with the employee and provide said employee with a copy of the completed instrument.

c. Evaluation Forms

The criteria which is to be used in measuring an employee's performance are job competence, motivation, reliability and compatibility.

7. Hours of Work

a. The regular schedule of hours of work for full-time employees covered by this Addendum shall be seven (7) hours and forty-five (45) minutes daily, generally starting not before 7:00 a.m. and generally ending not later than 5:00 p.m. Monday through Friday; thirty-eight and three quarters (38-3/4) hours per week. Time adjustments outside the 7:00 a.m. - 5:00 p.m. specified above may be made with the approval of the employee's supervisor.

b. The regular schedule of hours of work for part-time employees covered by this Addendum shall be within the starting and ending times noted above.

c. The noon lunch period shall be one hour.

d. The noon lunch period as defined above may be shortened, by mutual consent of the employee and his/her supervisor, for the purpose of adjusting the starting and/or ending times of the regularly scheduled work day. The adjusted times shall not result in the employee's total number of hours being reduced as set forth herein.

8. Job Posting

a. When an other related professional vacancy occurs, and the employer intends to fill such position, notice of such vacancy shall be posted for five (5) working days. However, vacant positions which the employer intends to fill by an involuntary transfer need not be posted.

b. Job posting notices shall include the salary range, the work location, the minimum qualifications required of applicants, the procedure used to fill the position and other information which the employer deems necessary.

- c. Application forms shall be available to each employee. Such forms shall suggest that the applicant provide all information relative to his/her experience and training, related to the job applied for.
- d. Should a job become vacant which the employer does not intend to fill, the employer shall notify the Union that the position is being eliminated or the estimated period of time that the position will remain unfilled.

9. Performance of Bargaining Unit Work During Absences

Should an employee be absent and the District desires to have those duties performed, the District may either assign the duties to

- a. Another bargaining unit employee whose workload permits the assignment within the normal workday. (If an employee works beyond the normal work day the employee shall be compensated at the rate of 1.5 times his/her hourly rate.)
- b. A temporary employee.

10. Reduction in Staff

Seniority of other related professionals shall commence as of the first day for which compensation was paid followed by continuous service. Seniority shall be within the classification of "other related professionals". An approved leave of absence shall not constitute a break in seniority.

Whenever a reduction in other related professional employees is required within the sole judgment of the District, such employee(s) shall be laid off in the inverse order of their seniority, within the classification of other related professionals, provided the remaining other related professional employees are capable of performing the remaining duties.

Employees on layoff status shall be rehired in the order of their seniority before any new applicant is hired into other related professional positions to perform duties for which the laid-off employees are qualified.

Such employees, while on layoff, may continue insurance benefits provided via this Agreement, not to exceed eighteen months, if premiums for such coverage are paid monthly in advance to the District by the employee.

D. Factors Relating to Employment - Personal

1. Absence Allowance

- a. No deduction of salary is made for absence for the following reasons:
 - 1) Death in the immediate family not to exceed five days per year for each death in the immediate family; immediate family interpretation for this subsection shall be limited to the following relatives of the employee or his/her spouse.
 - a) Father or Mother
 - b) Husband or Wife
 - c) Child (including foster and step child)
 - d) Son or Daughter-in-law
 - e) Brother or Sister
 - f) Brother or Sister-in-law
 - g) Grandfather or Grandmother
 - h) Grandfather or Grandmother-in-law
 - i) Aunt or Uncle
 - j) Aunt or Uncle-in-law
 - k) First Cousin

Any other absence for funeral leave must be approved by the Superintendent of Schools. In the absence of such approval, pay will be deducted.

- 2) Attendance required by an officer of a court (and/or summoning of a governmental agency such as Internal Revenue or the draft board). Employees who are required to serve on jury duty shall receive full pay from the MMSD during the period of such service. Such employees shall, however, remit to the Board of Education an amount equal to the compensation received for jury duty upon receipt of same.
- 3) Severe illness in the immediate family requiring the presence of the employee not to exceed five days in any year; immediate family interpretation of this subsection shall be limited to the following relatives of the employee.
 - a) Husband or Wife
 - b) Child (including foster and step child)
 - c) Son or Daughter-in-law
 - d) Father or Mother of employee or spouse
 - e) Brother or Sister
 - f) Brother or Sister-in-law
 - g) Grandmother or Grandfather
- 4) Personal illness leave not to exceed twelve days in any year, except as provided in b. below.
- 5) Absences not covered in items 1) through 4) may be approved by the Board of Education on recommendation of the Superintendent of Schools.
- 6) Personal Leave

Five personal leave days shall be permissible as follows:

- a) Other related professionals will be permitted to be absent from work responsibilities for any purpose without pay. Such absence will be in at least one half (1/2) day increments and shall be for a reason which necessarily cannot be met outside the work day.

The employee will be expected to notify his/her supervisor at least three (3) days prior to such absence.

- b) Other related professionals will be permitted to be absent for two days per year from work responsibilities for certain purposes without loss of compensation. The purposes will be defined basically as legal reasons, i.e., adoption proceedings, settlement of wills, certain court actions, real estate closings. The employee will be expected to notify his/her supervisor at least three days prior to such absence. The employee will be expected to be absent only as long as necessary. Any legal leave taken by an employee will be deducted from accumulated personal leave.

- b. Other related professional employees shall earn and accumulate up to 180 days paid personal illness leave at the rate of 12 days per year, i.e., one day per month for the months of July through June. In accumulating personal illness leave, all absences except absences for a total of 2 days under 2) above and/or for death of mother, father, sister, brother, child or spouse, shall be deducted from the personal illness allowance and remaining personal illness days shall be added to any previously accumulated days on file.

- c. An employee earns personal illness leave allowance during a period of personal illness, however, this is subject to the maximum personal illness leave in force.
- d. No deduction shall be made from any previously accumulated sick leave for any of the absences covered in Part a. for causes other than personal illness.
- e. By October 3rd, the Board of Education shall provide each employee with written notification of his/her accumulated personal illness leave as of the end of the prior school year.

2. Absence Required by Pregnancy and Maternity Leave

- a. Pregnancy will be treated as any other temporary medical disability in accordance with the Federal Civil Rights Act of 1964, as amended, and Subchapter II, Chapter III, Wisconsin Statutes. Thus an employee may, with her doctor's consent, work as long as she is physically and emotionally capable of performing her professional duties. The employee shall provide the Director of Employee Services and her Supervisor a physician's statement as to the anticipated date of birth of the child and projected period of temporary disability. Such form, furnished by the Director of Employee Services, is entitled "Physician's Pregnancy Confirmation". An employee absent for such disability is expected to return to her professional duties when medically capable of returning. For the period the employee is considered by her physician to be temporarily disabled due to pregnancy said employee shall be entitled to receive, at her option, compensation and fringe benefits in accordance with the Agreement until said employee's current and accumulated personal illness leave has been exhausted.
- b. An other related professional employee may receive, upon request, unpaid maternity leave of absence in conjunction with her pregnancy leave. Such request shall be submitted to the Director of Employee Services. Pregnancy and maternity leave together may not exceed six months; however, such may be extended upon approval by the Director of Employee Services.
- c. An other related professional employee on leave without pay may continue insurance benefits provided via this Agreement, if premiums for such coverage are paid monthly in advance to the District by the employee.

3. Educational Release Time

Other Related Professional Employees may be released to pursue education course work during regular work hours with or without pay as approved by the Director of Employee Services, or his/her designee, or may be granted a leave of absence.

4. Holidays

- a. Other Related Professional Employees shall be entitled to the following days off with pay or a compensatory day off in lieu thereof. Should an employee be required to work on any of the holidays listed in paragraph b, such employees shall receive double time for hours worked in addition to holiday pay or compensatory time off at a straight time rate. All employees who work in the pay period in which the holiday falls and work their last scheduled shift before, and their first scheduled shift after the holiday, or are off on account of an excused absence, shall be entitled to regular holiday pay.
- b. Holidays:
 - 1) New Year's Day; 2) Memorial Day; 3) Independence Day;
 - 4) Labor Day; 5) Thanksgiving Day; 6) Day after Thanksgiving; 7) Christmas Day; 8) Good Friday.

- c. Other Related Professional Employees shall be given one-half (1/2) day off on Good Friday afternoon, the day of December 24 and the day of December 31, provided these days fall on Monday through Friday. Should December 24 and December 31 fall on a Saturday or Sunday, the previous Fridays will be days off. Employees who are required to work on any of these above listed days or 1/2 days shall receive extra pay or other days off at a straight time rate.
 - d. In the event that any of the holidays listed in paragraph b. "1" through "7" fall on a Sunday, the following Monday shall be the declared holiday. If any of the holidays listed in paragraph b "1" through "7" fall on a Saturday or the employee's scheduled day off, the employees shall be given another day off at a time which is agreeable to the employee and the Department or Division Head.
 - e. In the event that any employee is on vacation when any of the days listed in paragraphs b or c occur, that employee shall receive equivalent day(s) off at a time agreeable to the employee and the Department or Division Head.
5. Leave of Absence Without Pay
- a. Employees may, upon submission of written request to the Director of Employee Services, receive leaves of absence for periods up to six (6) months. Such leave authorization shall be in writing with copies to:
 - 1) the employee; 2) the employee's personnel file; and
 - 3) the Union. During the first six (6) months leave that may be granted under this provision the employee on leave shall be entitled to return to the position held at the time the leave was granted. Should additional consecutive leaves of absence be granted the employee shall no longer have the right to the job previously held but shall be entitled to return to a vacant position provided that they shall have greater seniority than any other applicant and are qualified.
 - b. Other related professionals covered by the terms of the leave shall be accorded unused accumulated personal illness leave salary during such leave and disability, and
 - 1) May, at the option of the employee, be paid unused accumulated personal illness leave salary during such disability.
 - 2) Other related professionals on leave without pay may continue insurance benefits provided, via this Agreement, if premiums for such coverage are paid monthly in advance by the employee to the District.
6. Snow Days or Emergency Situations
- Should there be extreme weather conditions causing a "snow day" each employee is expected to arrive at his work station as scheduled. Tardiness on such days not to exceed one hour will be permitted without penalty. Tardiness in excess of one hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one hour may be compensated by the employee's request in writing to the Employee Services to use vacation or compensatory time.
7. State Teachers' Convention
- a. When the Wisconsin Education Association and the American Federation of Teachers state conventions are scheduled on different dates, the certified bargaining agent for the employees employed by the Board of Education shall designate, subject to legal limitations, which convention is to be the official convention.

- b. An Other Related Professional who does not attend the official convention shall work in his/her assignment at professional work.
 - c. Other Related Professionals may, at their option, attend other appropriate professional conventions/conferences as determined by the parties to this Agreement so long as such consume no more than three days. Such, if so utilized will be in lieu of the days set forth for attendance at the WEAC and/or SWEIO Convention(s).
 - d. No more than three (3) days per year are provided for convention purposes.
8. Vacation
- a. Other related professional employees shall be provided 20 days of vacation allowance per year.
 - b. Employees shall be entitled to use vacation during the year in which it is earned. Unused vacation credits may not be accumulated and used in a subsequent year unless agreed by Employee Services.

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FEBRUARY 20, 1986

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

8
MAR 27 1986

RECEIVED
MAR 11 1986

SUPERINTENDENT OF SCHOOLS
MADISON BOARD OF EDUCATION
545 WEST DAYTON STREET
MADISON , WI. 53703

EMPLOYEE SERVICES
MADISON METROPOLITAN
SCHOOL DISTRICT

PREVIOUS AGREEMENT EXPIRED
OCTOBER 15, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Madison Wis Bd of Educ Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
WISCONSIN

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1700
2. Number and location of establishments covered by agreement 1 District - 40 Buildings
3. Product, service, or type of business School District
See Enclosed Agreement
4. If your agreement has been extended, indicate new expiration date _____

Susan Hawley - Labor Contract Manager (608) 266-6062
Your Name and Position
545 W. Dayton St
Address
Madison, Wis.
City/State/ZIP Code